



Dr. Larry Wallace Jr., Mayor  
Deja Hill, Mayor Pro Tem, Place 5  
Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4  
Vacant, Place 6

---

**City Council Regular Meeting  
and  
Joint Meeting with Planning and Zoning Commission**

**Wednesday, October 21, 2020 at 7:00 PM**

**Manor City Hall, Council Chambers, 105 E. Eggleston St.**

---

**AGENDA**

**This meeting will be live streamed on Manor Facebook Live**

**You can access the meeting at <https://www.facebook.com/cityofmanor/>**

**CALL REGULAR MEETING OF CITY COUNCIL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments.***

**CALL PLANNING AND ZONING MEETING TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**CITY COUNCIL TO ENTER INTO JOINT MEETING WITH PLANNING AND ZONING:**

**EXECUTIVE SESSION**

The City Council will now convene into a joint executive session together with the Planning and Zoning Commission pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- *Section 551.071 Consultation with Attorney and Section 1.05, Texas Disciplinary Rules of Professional Conduct - Regarding pending litigation, specifically Civil Action No. 1:20-cv-1017, Manor RV Park, LLC v. City of Manor, et al pending in the United States District Court Western District of Texas Austin Division.*

## OPEN SESSION

The City Council together with the Planning and Zoning Commission will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action on item(s) discussed during joint Closed Executive Session.

## ADJOURNMENT OF JOINT MEETING WITH PLANNING AND ZONING COMMISSION MEETING

## CONTINUATION OF REGULAR MEETING OF CITY COUNCIL

## EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- *Section 551.071 Consultation with Attorney - Regarding subdivision fees*

## OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action on item(s) discussed during Closed Executive Session.

## REPORTS

*Reports about items of community interest on which no action will be taken.*

- A. Youth Justice Action Month Report**  
*Submitted by: Mayor Wallace Jr.*
- B. Economic Development Report - CAYSA**  
*Submitted by: Mayor Wallace Jr.*

## PUBLIC HEARINGS

- 1. Conduct a public hearing upon a rezoning request for 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).**  
*Applicant: Kimley-Horn & Associates*  
*Owner: 9 Sunny Partners, LP*  
*Submitted by: Scott Dunlop, Assistant Development Services Director*
- 2. Conduct a public hearing upon a Concept Plan for Presidential Glen Commercial Subdivision, three (3) lots on 5.4 acres, more or less, and being located at 13600 US Hwy 290 E., Manor, TX.**  
*Applicant: Kimley-Horn & Associates*  
*Owner: West Elgin Development Corporation*  
*Submitted by: Scott Dunlop, Assistant Development Services Director*

## CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

**3. Consideration, discussion, and possible action to approve the City Council Minutes of the October 7, 2020, Regular Meeting.**

*Submitted by: Lluvia T. Almaraz, City Secretary*

**4. Consideration, discussion, and possible action on the acceptance of the September 2020 Departmental Reports.**

*Submitted by: Thomas Bolt, City Manager*

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Dev. Services Director
- Community Development – Debbie Charbonneau, Community Dev. Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

## REGULAR AGENDA

**5. Consideration, discussion, and possible action on an engagement letter for litigation legal services.**

*Submitted by: Thomas Bolt, City Manager*

**6. Consideration, discussion, and possible action on the Second Amendment to Development Agreement (Manor Heights).**

*Submitted by: Thomas Bolt, City Manager*

**7. Consideration, discussion and possible action on an ordinance rezoning 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).**

*Applicant: Kimley-Horn & Associates*

*Owner: 9 Sunny Partners, LP*

*Submitted by: Scott Dunlop, Assistant Development Services Director*

**8. Consideration, discussion, and possible action upon a Concept Plan for Presidential Glen Commercial Subdivision, three (3) lots on 5.4 acres, more or less, and being located at 13600 US Hwy 290 E., Manor, TX.**

*Applicant: Kimley-Horn & Associates*

*Owner: West Elgin Development Corporation*

*Submitted by: Scott Dunlop, Assistant Development Services Director*

**9. Consideration, discussion, and possible action to waive Chapter 10, Exhibit A, Article II, Section 22(d)(1)(i) to waive payment of all applicable application fees for Shadowview Commercial Section 3 Preliminary Plans project number 2020-P-1271-PP.**

*Applicant: Kimley-Horn & Associates*

*Owner: Shadowglen Development Corporation*

*Submitted by: Thomas Bolt, City Manager*

- 10. Consideration, discussion, and possible action to approve the Purchase Contract with Chau Dinh and Anh Kim Pham for a wastewater easement with temporary construction easement.**  
*Submitted by: Samuel D. Kiger, P.E., City Engineer*
- 11. Consideration, discussion, and possible action to approve the Purchase Contract with John Gebauer Jr. and Patricia A. Gebauer for a special warranty deed with temporary construction easement.**  
*Submitted by: Samuel D. Kiger, P.E., City Engineer*
- 12. Consideration, discussion, and possible action on the appointment of a Chairperson to the Public Safety Committee.**  
*Submitted by: Ryan Phipps, Chief of Police*
- 13. Consideration, discussion, and possible action on a Resolution in support of the National League of Cities City Innovation Ecosystem (CIE) Program.**  
*Submitted by: Mayor Wallace Jr.*
- 14. Consideration, discussion, and possible action on a Resolution in support of Cities United violent prevention efforts.**  
*Submitted by: Mayor Wallace Jr.*
- 15. Consideration, discussion, and possible action on the appointment(s) of a City Council Member and/or City staff member to serve as the City of Manor Board Liaison to the Manor Chamber of Commerce.**  
*Submitted by: Mayor Wallace Jr.*

## ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

## CONFLICT OF INTEREST

*In accordance with Section 12.04 (Conflict of Interest) of the City Charter, “No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest.”*

*Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.*

## POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, October 16, 2020, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

---

/s/ Lluvia T. Almaraz, TRMC  
City Secretary for the City of Manor, Texas

### NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [lalmaraz@cityofmanor.org](mailto:lalmaraz@cityofmanor.org).

Good morning!

My name is Grant E. Loveless and I am a Youth Leader and Community Collaborator. This month is Youth Justice Action Month! A month dedicated to youth justice and activism as well as raising awareness, strengthening coalitions, and building campaigns to keep children out of the adult criminal justice system.

For this month I would love to see how the City of Manor and I can collaborate in building awareness and civic engagement with youth and young adults in the City of Manor. The goals that I set for this month is to:

- (1) Create a day or week where youth learn about community and civic engagement, leadership and advocacy whether as an event or program.
- (2) Highlight and create a resource list of nonprofits and businesses that engage or assist youth who have been affected or are in the prison pipeline
- (3) Spotlight youth or young adults who have been affected or in the prison pipeline through digital storytelling; obtaining their stories and amplifying it on various platforms.

Please let me know your thoughts or what you may have planned for this month as I am wanting to collaborate with you and the council.

All in love and prosperity,

Grant E. Loveless

*Austin Community College, Student Leader | Social Entrepreneur | Poet*

*"I'm for truth, no matter who tells it. I'm for justice, no matter who it's for or against." - Malcolm X*

<http://www.campaignforyouthjustice.org/yjam/>

AGENDA ITEM NO. \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Scott Dunlop, Assistant Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing upon a rezoning request for 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).

*Applicant: Kimley-Horn & Associates  
Owner: 9 Sunny Partners, LP*

**BACKGROUND/SUMMARY:**

This property is located mid-way along Hill Lane and is the last property on that road in the city limits. Past this property is Austin’s ETJ and Manor Downs. This property is currently zoned C-1 Light Commercial but due to its location there is likely to be very little pass-by traffic to support the retail uses permitted in C-1, so destination or residential uses are more suitable.

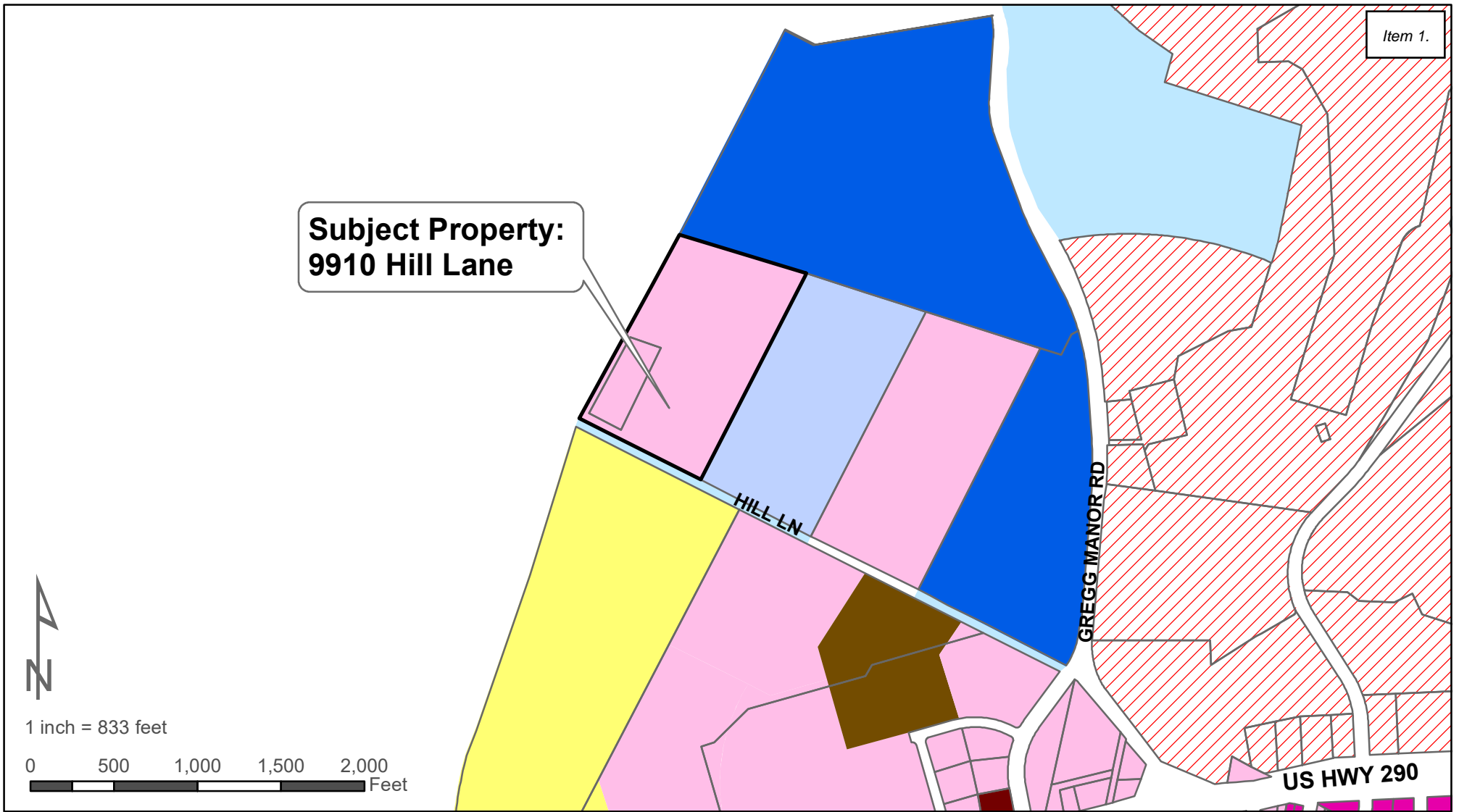
**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Rezoning Map
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council conduct the public hearing.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**



**Subject Property:  
9910 Hill Lane**

Item 1.



1 inch = 833 feet  
0 500 1,000 1,500 2,000 Feet



# Proposed Zoning: Multi-Family 15 (MF-1)

*Current Zoning:  
Light Commercial (C-1)*

Zone					
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	MF-2 - Multi-Family 25		C-1 - Light Commercial		IN-2 - Heavy Industrial
	MH-1 - Manufactured Home		C-2 - Medium Commercial		PUD - Planned Unit Development
					ETJ





September 22, 2020

RE: Notification for a Rezoning Application at 9910 Hill Lane

Dear Property Owner,

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 24.81 acres at 9910 Hill Lane, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing upon a rezoning request for 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).**

The Planning and Zoning Commission will meet at 6:30PM on October 14, 2020 at 105 East Eggleston Street in the City Hall Council Chambers\*\*.

The City Council will meet at 7:00PM on October 21, 2020 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed.

If you have no interest in the case there is no need for you to attend\*\*. You may address any comments to me at the email address or phone number below. Any communications I receive will be made available to the Commissioners and Council Members during the discussion of this item.

\*\* Due to the declared Public Health Emergency related to COVID-19, at the time of this notification Planning and Zoning Commission meetings are being conducted via video conference and livestreamed on the City's Facebook page ([facebook.com/cityofmanor](https://facebook.com/cityofmanor)) and the Chambers is closed to the public.

Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting the link below where registration information will be posted with the agenda for the public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to [publiccomments@cityofmanor.org](mailto:publiccomments@cityofmanor.org). Once registered, instructions will be emailed to you on how to join the video conference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

You may refer to the posted agenda for the October 14<sup>th</sup> Planning and Zoning Commission to see how the meeting will be conducted, whether via video conference or in-person. Planning and Zoning Commission agendas and speaker registration information can be found here under the date of the meeting: [http://www.cityofmanor.org/page/homepage\\_calendar](http://www.cityofmanor.org/page/homepage_calendar). Agendas are posted 72 hours prior to the scheduled meeting.

Sincerely,

Scott Dunlop,  
Assistant Development Director  
[sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org) - 512-272-5555 ext. 5

	<u>Property ID</u>	<u>Physical Address</u>	<u>Property Owner</u>	<u>Mailing Address</u>
Subject Tract	477300	9910 Hill Lane Manor Texas	9 Sunny Partners LP	2207 Lake Austin Blvd Austin, TX 78703
	236763	9910 Hill Lane Manor Texas	9 Sunny Partners LP	2207 Lake Austin Blvd Austin, TX 78703
Adjacent Tracts	236764	NHN Hill Lane Manor Texas	Roman Catholic Diocese of Austin Texas	6225 Hwy 290 E Austin, TX 78723-1025
	912584	NHN Hill Lane Manor Texas	Butler Family Partnership Ltd.	PO BOX 9190 AUSTIN , TX 78766-9190
	247968	NHN Gregg Manor Road Austin, TX 78653	Yajat, LLC	12404 S Saddle Lakes Dr. Abilene, TX 79602-5472
	236762	NHN Hill Lane Manor Texas	Manor Downs	PO Box 141309 Austin, TX 78714-1309
	500910	12900 Gregg Manor Rd Manor, TX 78653	Manor Independent School District	PO Box 359 Manor, TX 78653
	0	NHN Hwy 290 Manor, TX 78653	Las Entradas Development Corporation	9900 Hwy 290 E Manor, TX 78653-9720

AGENDA ITEM NO. \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Scott Dunlop, Assistant Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing upon a Concept Plan for Presidential Glen Commercial Subdivision, three (3) lots on 5.4 acres, more or less, and being located at 13600 US Hwy 290 E., Manor, TX.  
*Applicant: Kimley-Horn & Associates*  
*Owner: West Elgin Development Corporation*

**BACKGROUND/SUMMARY:**

This property is located at the intersection of US Hwy 290 and Paseo de Presidente at the 290 entrance to Presidential Glen. They are dividing the 5.4-acre commercial tract into 3 lots of 1.4 acres, 1.6 acres, and 2.4 acres. This plan has been approved by our engineers.

**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Concept Plan
- Notice Letter
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council conduct the public hearing.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**  
*(Type X before choice to indicate)*

Plotted By: Walker, Jordan (Austin) Date: August 24, 2020 01:32:17pm File Path: K:\AUS\_Civil\069241744-Presidential Glen Commercial - Concept Plan.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**PROJECT NAME:** PRESIDENTIAL GLEN COMMERCIAL PHASE 1  
**SITE ADDRESS:** NW CORNER OF THE INTERSECTION OF HWY 290 AND PASEO DE PRESIDENTE BLVD

**RECORD OWNER/DEVELOPER:**  
 WEST ELGIN DEVELOPMENT CORPORATION  
 9900 HWY 290 EAST  
 MANOR, TX 78653

**ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10814 JOLLYVILLE ROAD  
 BUILDING 4, SUITE 200  
 AUSTIN, TEXAS 78759  
 CONTACT: KEVIN J. BURKS, P.E.  
 PH. 512-418-1771

**SURVEYOR:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 601 NW LOOP 410  
 SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-307-4356

**PREPARED ON:**  
 JUNE 29, 2020

**CURRENT ZONING:**  
 C-2

**WATERSHED STATUS:**  
 THIS SITE IS LOCATED IN THE  
 WILBARGER CREEK WATERSHED.

**FLOODPLAIN INFORMATION:**  
 NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF  
 THE 100 YR. FLOODPLAIN AS SHOWN ON THE FLOOD  
 INSURANCE RATE MAP COMMUNITY PANEL NO. 48453CO485J,  
 DATED AUGUST 18, 2014.

**LEGAL DESCRIPTION:**  
 BEING LOT 1 OF BLOCK KK WITHIN PRESIDENTIAL GLEN  
 PHASE 1A, SITUATED IN TRAVIS COUNTY, TEXAS.

**TRAFFIC**

Land Use	TRAFFIC VOLUMES					
	ITE Land Use Code	Size	Units	Daily Trips	AM Trips	PM Trips
Shopping Center	820	26,000	Sq Ft	2,406	165	201
Fast-Food Restaurant w/ D.T.	934	8,000	Sq Ft	3,768	322	261
<b>Total Project Trips</b>				<b>6,174</b>	<b>487</b>	<b>462</b>

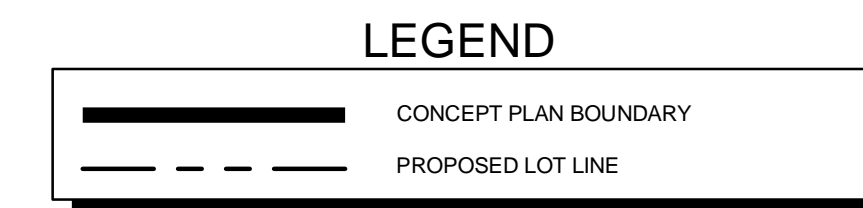
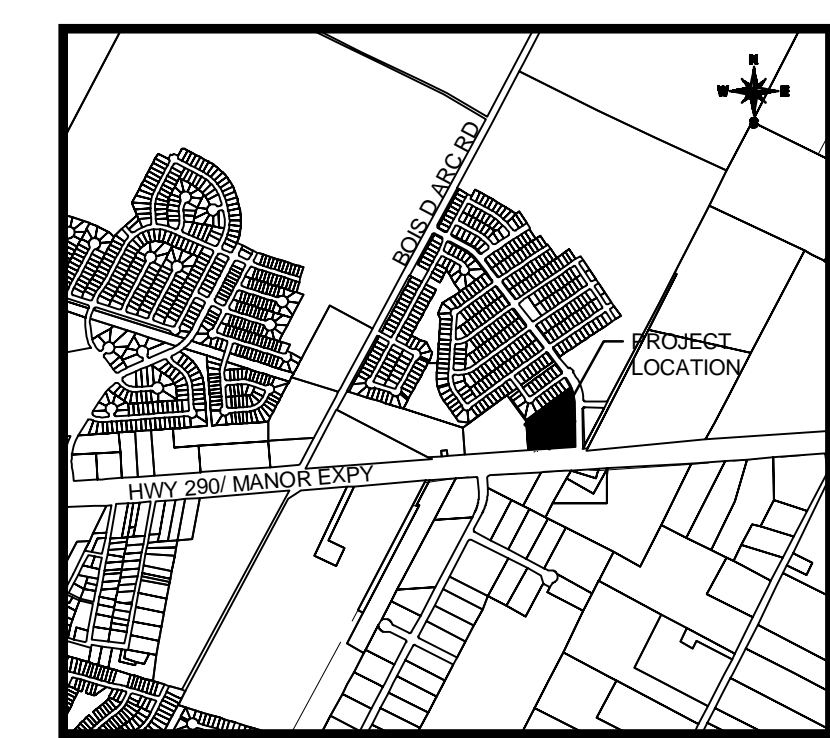
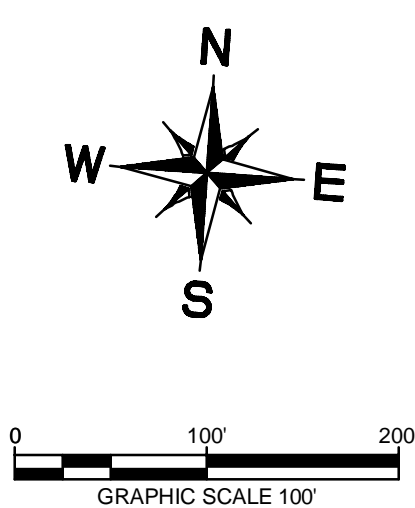
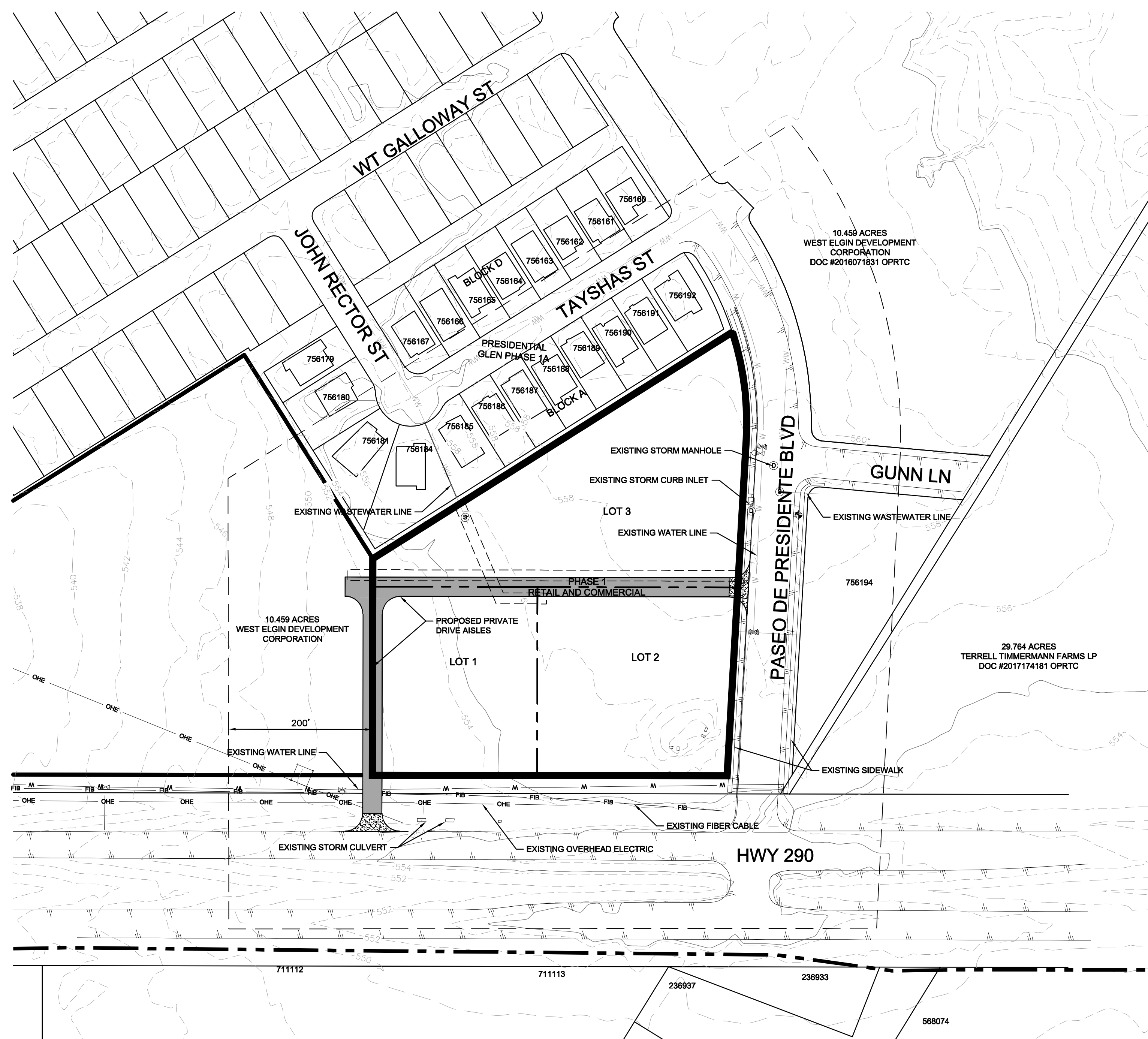
**UTILITY DEMAND (LIVING UNIT EQUIVALENT)**

LUE BREAKDOWN		
LOT #	ACRES	LUES
1	1.4	11
2	1.6	18
3	2.4	28

**LAND USE AND PHASING**

LAND USE AND PHASING TABLE				
PHASE	LOT	ACREAGE	LAND USE	ANTICIPATED TIMING
1	1	1.38	COMMERCIAL*	2021
2	2	1.63	COMMERCIAL*	2023
3	3	2.37	COMMERCIAL*	2025

\*THE LAND USE AS INDICATED ABOVE IS ALLOWED BY THE  
 CURRENT ZONING ON THE PROPERTY AND IS CONSISTENT  
 WITH THE CITY'S MASTER PLAN



**CITY OF MANOR ACKNOWLEDGEMENTS**

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE  
 PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS,  
 AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON  
 THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 CHAIRPERSON CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF  
 MANOR ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 HONORABLE MAYOR CITY SECRETARY  
 MAYOR OF THE CITY OF MANOR, TEXAS



September 22, 2020

RE: Notification for a Subdivision Concept Plan

Dear Property Owner,

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Subdivision Concept Plan for Presidential Glen Commercial at 13600 US Hwy 290 E, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing upon a Concept Plan for Presidential Glen Commercial Subdivision, three (3) lots on 5.4 acres, more or less, and being located at 13600 US Hwy 290 E., Manor, TX.**

The Planning and Zoning Commission will meet at 6:30PM on October 14, 2020 at 105 East Eggleston Street in the City Hall Council Chambers\*\*.

The City Council will meet at 7:00PM on October 21, 2020 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Subdivision Concept Plan has been filed.

If you have no interest in the case there is no need for you to attend\*\*. You may address any comments to me at the email address or phone number below. Any communications I receive will be made available to the Commissioners and Council Members during the discussion of this item.

\*\* Due to the declared Public Health Emergency related to COVID-19, at the time of this notification Planning and Zoning Commission meetings are being conducted via video conference and livestreamed on the City's Facebook page ([facebook.com/cityofmanor](https://facebook.com/cityofmanor)) and the Chambers is closed to the public.

Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting the link below where registration information will be posted with the agenda for the public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to [publiccomments@cityofmanor.org](mailto:publiccomments@cityofmanor.org). Once registered, instructions will be emailed to you on how to join the video conference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

You may refer to the posted agenda for the October 14<sup>th</sup> Planning and Zoning Commission to see how the meeting will be conducted, whether via video conference or in-person. Planning and Zoning Commission agendas and speaker registration information can be found here under the date of the meeting: [http://www.cityofmanor.org/page/homepage\\_calendar](http://www.cityofmanor.org/page/homepage_calendar). Agendas are posted 72 hours prior to the scheduled meeting.

Sincerely,

Scott Dunlop,  
Assistant Development Director  
[sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org) - 512-272-5555 ext. 5

DIALLO MAMADOU BOBO  
16428 TAYSHAS ST  
MANOR, TX 78653

YANG SEKWAN & YOUNGJA YANG  
210 LEE BARTON DR UNIT 201  
AUSTIN, TX 78704-1044

SEGUNDO JOSE SANTOS REYES &  
ERENDIRA MORAIMA REYES  
19420 TAYSHAS ST  
MANOR , TX 78653-3993

SALINAS BEAU & RUBBIE  
19416 TAYSHAS ST  
MANOR, TX 78653-3993

ANDREWS RYAN R & STEPHANIE ANN  
19412 TAYSHAS ST  
MANOR, TX 78653-3993

HABIB ENTERPRISES LLC  
PO BOX 27241  
AUSTIN , TX 78755-2241

MUSSON VALDIMIR LYN  
19404 TAYSHAS ST  
MANOR , TX 78653-3993

DELEON MATTHEW S  
1205 W BUSA DR  
SAN TAN VLY, AZ 85143-5460

KENDRICK STEFFON E  
13208 JOHN RECTOR ST  
MANOR , TX 78653-3990

NYO MAUNG & MA PYO  
13204 JOHN RECTOR ST  
MANOR , TX 78653-3990

CANNON STEVEN & LUCRETIA  
13200 JOHN RECTOR ST  
MANOR , TX 78653-3990

WOOD TIFFANY  
19401 TAYSHAS ST  
MANOR , TX 78653-3993

ARREOLA ROSALINA  
291 MEADOWOOD LN  
SONOMA, CA 95476-4545

SANCHEZ SUYEN SHALTON  
19409 TAYSHAS ST  
MANOR , TX 78653-3993

SCOTT EMMA J & JOHN J SPENCER JR  
19413 TAYSHAS ST  
MANOR , TX 78653-3993

HUNTER MICHELLE & ALTON  
19417 TAYSHAS ST  
MANOR , TX 78653-3993

POWELL GLENN & CRISTINA  
19421 TAYSHAS ST  
MANOR , TX 78653-3993

SUDA MALIAKAI & AVIBO  
19425 TAYSHAS ST  
MANOR , TX 78653-3993

SMITH WYNDEL R & DENISE R  
19429 TAYSHAS ST  
MANOR , TX 78653-3993

RAMIREZ ERNESTO JR & ELVIA L  
CAMPOS  
19433 TAYSHAS ST  
MANOR , TX 78653-3993

WEST ELGIN DEVELOPMENT CORP  
ATTN PETER A DWYER  
9900 US HIGHWAY 290 E  
MANOR , TX 78653-9720

ZALARAM LLC  
30 CHADWICK DR  
DOVER , DE 19901-5827

ZALARAM LLC  
30 CHADWICK DR  
DOVER , DE 19901-5827

BLUEBONNET ELECTRIC COOPERATIVE  
INC  
PO BOX 260888  
PLANO , TX 75026-0888

BLUEBONNET ELECTRIC COOPERATIVE  
INC  
PO BOX 260888  
PLANO , TX 75026-0888

LCRA TRANSMISSION SERVICES CORP  
LOWER COLORADO RIVER AUTHY  
PO BOX 220  
AUSTIN , TX 78767-0220



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the October 7, 2020, Regular Meeting.

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Not Applicable  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- October 7, 2020, Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve the City Council Minutes of the September 16, 2020, Regular Meeting.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**



**CITY COUNCIL  
REGULAR SESSION MINUTES  
OCTOBER 7, 2020**

The meeting was live streamed on Manor Facebook Live beginning at 7:00 p.m.  
<https://www.facebook.com/cityofmanor/>

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4 (Absent)  
Deja Hill, Mayor Pro Tem, Place 5  
Vacant, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Dunlop, Assistant Development Services Director  
Tracey Vasquez, HR Manager  
Frank Phelan, P.E., City Engineer  
Bryan Estrada, Manor Police Officer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:00 p.m. on Wednesday, October 7, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Wallace Jr., Council Member Amezcua led the Pledge of Allegiance.



## PROCLAMATION

### A. Declaring September 15 – October 15, 2020, as “National Hispanic Heritage Month”

Mayor Wallace Jr. read and presented a proclamation declaring September 15 – October 15, 2020, as “National Hispanic Heritage Month” to Council Member Amezcua.

## PUBLIC COMMENTS

No one appeared to speak at this time.

## REPORTS

*Reports about item of community interest on which no action was taken.*

### A. Economic Development Report

Mayor Wallace Jr. discussed the attached TML Economic Development Report regarding Hotel Occupancy Tax Revenues for Cities.

City Manager Bold discussed the projects completed within the City of Manor with the use of HOT Funds.

The discussion was held regarding future projects for the City of Manor.

## PUBLIC HEARING

### 1. Consideration, discussion, and possible action on the addition of land to the Manor Heights Public Improvement District (PID).

The City staff recommended that the City Council conduct the public hearing.

Mayor Wallace Jr. opened the public hearing.

City Manager Bolt discussed the addition of land to the Manor Heights Public Improvement District (PID).

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Dr. Harvey, to close the Public Hearing.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

**Motion to close carried 5-0**

## CONSENT AGENDA

2. **Consideration, discussion, and possible action to approve the City Council Minutes of the September 16, 2020, Regular Meeting.**
3. **Consideration, discussion, and possible action on an ordinance rezoning twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2).**

Ordinance No. 582: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

4. **Consideration, discussion, and possible action on an ordinance rezoning 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB).**

Ordinance No. 583: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family (SF-1) to Downtown Business (DB); Making Findings of Fact; and Providing for Related Matters.

5. **Consideration, discussion, and possible action on an ordinance rezoning 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**

Ordinance No. 584: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Commercial (C-1) to Multi-Family 25 (MF-2); Making Findings of Fact; and Providing for Related Matters.

6. **Consideration, discussion, and possible action on an ordinance rezoning 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2).**

Ordinance No. 585: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve and adopt all items on the Consent Agenda.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

**Motion to approve carried 5-0**

## **REGULAR AGENDA**

### **7. Consideration, discussion, and possible action on a resolution authorizing the addition of land to the Manor Heights Public Improvement District (PID).**

The City staff recommended that the City Council approve and adopt Resolution No. 2020-11 authorizing the addition of land to the Manor Heights Public Improvement District (PID) and direct the City Secretary to publish a copy of the resolution adopted.

Talley Williams with Metcalfe Wolff Stuart & Williams LLP, 221 W. 6<sup>th</sup> Street, Suite 1300, Austin Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Resolution No. 2020-11: A Resolution of the City Council of the City of Manor, Texas, Authorizing the Addition of Land to the Manor Heights Public Improvement District.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve Resolution No. 2020-11 authorizing the addition of land to the Manor Heights Public Improvement District (PID) and direct the City Secretary to publish a copy of the resolution adopted.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

**Motion to approve carried 5-0**

### **8. Consideration, discussion, and possible action on an award of a Master Services Agreement and Statement of Work to George Butler Associates, Inc. for engineering services for the 2020 Capital Metro BCT Paving Improvements Project.**

The City staff recommended that the City Council approve the Master Services Agreement and Statement of Work to George Butler Associates, Inc. for engineering services for the 2020 Capital Metro BCT Paving Improvement Project.

City Engineer Phelan discussed the award of a Master Services Agreement for engineering services to George Butler Associates, Inc.

**MOTION:** Upon a motion made by Mayor Pro Tem Deja Hill and seconded by Council Member Amezcua, to approve the Master Services Agreement and Statement of Work to George Butler Associates, Inc. for engineering services for the 2020 Capital Metro BCT Paving Improvement Project.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the clarification of the 2020 Capital Metro BCT Paving Improvement Project.

There was no further discussion.

**Motion to close carried 5-0**

**9. Consideration, discussion, and possible action to approve a Purchase Contract with Dutch Clean Storage, Inc. for a wastewater easement with temporary construction easement.**

The City staff recommended that the City Council approve the purchase contract with Dutch Clean Storage, Inc. for a wastewater easement with temporary construction easement.

City Engineer Phelan discussed the Purchase Contract with Dutch Clean Storage, Inc.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve a Purchase Contract with Dutch Clean Storage, Inc. for a wastewater easement with temporary construction easement.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding clarification on funding and the wastewater easement.

There was no further discussion.

**Motion to close carried 5-0**

**10. Consideration, discussion, and possible action on consent to approve the assignment and transfer of the City of Manor's Professional Services Agreement for engineering services plus work as authorized by addendum.**

The City staff recommended that the City Council consent and approve the assignment and transfer of the Professional Services Agreement with Jay Engineering Company, Inc. to George Butler Associates, Inc. and direct the Mayor or the City Manager to execute the Approval of Engineering Services Transfer for City of manor and George Butler Associates, Inc.

City Engineer Phelan explained the transfer of engineering services to George Butler Associates, Inc.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve the assignment and transfer of the Professional Services Agreement with Jay Engineering Company, Inc. to George Butler Associates, Inc. and direct the Mayor or the City Manager to execute the Approval of Engineering Services Transfer for City of Manor and George Butler Associates, Inc.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

**Motion to close carried 5-0**

**11. Consideration, discussion, and possible action on an ordinance closing, vacating, and abandoning a 20' alley crossing Block 10, Town of Manor.**

The City staff recommended that the City Council approve Ordinance No. 586 closing, vacating, and abandoning a 20' alley crossing Block 10, Town of Manor and directing the Mayor to execute the Special Warranty Deed.

Scott Dunlop, Asst. Development Services Director was available to address any questions posed by the City Council.

City Manager Bolt discussed the ordinance.

Ordinance No. 586: An Ordinance of The City of Manor, Texas, Closing, Vacating, and Abandoning a 20' Alley Crossing Block 10, Town of Manor Recorded in Volume V, Page 796 of the Deed Records of Travis County, Texas; Authorizing Conveyance to Abutting Property Owners in Proportion to Abutting Ownership; Providing Findings of Fact; Authorizing Conveyance of Such Abandoned Alley By Special Warranty Deed; Providing Severability, Effective Date And Open Meetings Clauses; And Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve Ordinance No. 586 closing, vacating, and abandoning a 20' alley crossing Block 10, Town of Manor and directing the Mayor to execute the Special Warranty Deed.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the abandonment of the alley.

There was no further discussion.

**Motion to close carried 5-0**

**12. Consideration, discussion, and possible action on an ordinance authorizing the suspension of the maximum period a temporary sign may be displayed.**

The City staff recommended that the City Council approve Ordinance No. 587 authorizing the suspension of the maximum period a temporary sign may be displayed.

Asst. Development Services Director Dunlop discussed the temporary sign suspension.

Ordinance No. 587: An Ordinance of the City of Manor, Texas, Authorizing the Suspension of The Maximum Time Period a Temporary Sign May be Displayed; Making Findings of Fact; Providing a Savings Clause; Providing an Effective Date; and Providing for Certain Related Matters.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua to approve Ordinance No. 587 authorizing the suspension of the maximum period a temporary sign may be displayed until December 31, 2020.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding local food trucks signs.

The discussion was held regarding current restrictions on signs per city code.

There was no further discussion.

**Motion to close carried 5-0**

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session at 8:03 p.m. on Wednesday, October 7, 2020, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to Section 551.071, Texas Government Code, in accordance with the authority in *Section 551.074 Personnel Matters - Job Descriptions* at 8:03 p.m. on Wednesday, October 7, 2020.

The Executive Session was adjourned at 10:02 p.m. on Wednesday, October 7, 2020.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 10:02 p.m. on Wednesday, October 7, 2020.

Mayor Wallace Jr. opened the floor for action to be taken on the items discussed in the Executive Session.

There was no action taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 10:02 p.m. on Wednesday, October 7, 2020.

These minutes approved by the Manor City Council on the 21<sup>st</sup> day of October 2020.

**APPROVED:**

\_\_\_\_\_  
Dr. Larry Wallace Jr.  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

# Texas Municipal League Economic Development Handbook



## 2020 Editor

Zindia Thomas  
Assistant General Counsel  
Texas Municipal League

Texas Municipal League  
1821 Rutherford Lane, Suite 400  
Austin, Texas 78754  
[www.tml.org](http://www.tml.org)  
[legalinfo@tml.org](mailto:legalinfo@tml.org)  
512-231-7400

Updated January 2020



#### IV. Economic Development Through Tourism

A city and county may also require that persons buying a hotel retain out of the purchase price an amount sufficient to cover any delinquent hotel occupancy taxes that are due to the city.<sup>890</sup> If the buyer does not remit such amount to the city and county (where applicable) or show proof that the hotel is current in remitting its hotel occupancy taxes, the buyer becomes liable for any delinquent hotel occupancy taxes due on the purchased hotel.

The purchaser of a hotel may request that the city and county provide a receipt showing that no hotel occupancy tax is due (a “Letter of No Tax Due”) on the property to be purchased.<sup>891</sup> The city and county are required to issue the statement not later than the 60th day after the request. If the city or county fails to issue the statement within the deadline, the purchaser is released from the obligation to withhold the amount due from the purchase price for that local governmental entity.<sup>892</sup>

### Use of Local Hotel Occupancy Tax Revenues for Cities

There is a two-part test that every expenditure of local hotel occupancy tax revenue must pass to be valid. First, the expenditure must directly enhance and promote tourism and the convention and hotel industry.<sup>893</sup> In other words, the expenditure must be likely to attract visitors from outside the city into the city or its vicinity and must have some impact on convention and hotel activity. If the expenditure is not reasonably likely to accomplish this result, it cannot be funded by hotel occupancy tax revenues. The hotel occupancy tax may not be used for general revenue purposes or to pay for governmental expenses not directly related to increasing tourism.<sup>894</sup>

Second, every expenditure must clearly fit into one of the statutory categories for the expenditure of local hotel occupancy tax revenues. These categories are as follows:<sup>895</sup>

#### 1. Funding the establishment, improvement or maintenance of a convention center or visitor information center.<sup>896</sup>

Simply naming a facility a convention center or visitor information center does not bring it under this section. State law specifies that the facility must be one that is primarily used to host conventions and meetings.<sup>897</sup> The term “convention center” is defined to include civic centers, auditoriums, exhibition halls, and coliseums that are owned by the city or another governmental entity or that are managed in whole or in part by the city and that are used primarily to host conventions and meetings. “Meetings” means gatherings of people that enhance and promote tourism and the convention and hotel industry.<sup>898</sup> It also includes parking areas in the immediate vicinity of other convention center facilities. It does not include facilities that are not of the same general characteristics as the structures listed above.

<sup>890</sup> *Id.* §§ 351.0041, 352.0041.

<sup>891</sup> *Id.* §§ 351.0041(c); 352.0041(c).

<sup>892</sup> *Id.* §§ 351.0041(d); 352.0041(d).

<sup>893</sup> *Id.* § 351.101(a). *See* Tex. Att’y Gen. Op. No. GA-0124 (2003).

<sup>894</sup> Tex. Tax Code. § 351.101(b).

<sup>895</sup> *Id.* §§ 351.101(a), .0035 .110.

<sup>896</sup> *Id.* § 351.101(a)(1).

<sup>897</sup> *Id.* § 351.001(2).

<sup>898</sup> *Id.*

#### IV. Economic Development Through Tourism

The attorney general has specifically ruled against the expenditure of local hotel occupancy taxes for a city recreational facility such as a golf course or a tennis court.<sup>899</sup> However, the legislature has provided additional statutory authority that allows the use of local hotel occupancy tax for certain sporting related expenses if they meet certain criteria discussed below. It is possible that facilities that are not considered convention centers may still be able to receive funding if the expenditure can be justified under the categories described below for promotion of the arts or for historical preservation or restoration projects. A city may pledge the hotel occupancy tax revenue for the payment of bonds that are issued under Chapter 1504 of the Government Code for convention center facilities, as authorized under the hotel occupancy tax law.<sup>900</sup>

#### 2. Paying the administrative costs for facilitating convention registration.<sup>901</sup>

This provision applies only to administrative costs that are actually incurred for assisting in the registration of convention delegates or attendees. It may include covering the facility costs, personnel costs, and costs of materials for the registration of convention delegates or attendees.

#### 3. Paying for tourism-related advertising and promotion of the city or its vicinity.<sup>902</sup>

This provision is strictly limited to expenditures for a solicitation or promotional program or advertising which is directly related to attracting conventions or tourism. The attorney general has ruled that this provision does not authorize advertising to attract new businesses or permanent residents to a city.<sup>903</sup> Again, the purpose of the expenditure must be directly related to increasing tourism and the convention and hotel industry.

#### 4. Funding programs that enhance the arts.<sup>904</sup>

This section authorizes the expenditure of hotel occupancy tax revenues for a variety of arts-related programs. It allows funding for the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. The fact that a program directly promotes the arts is not in itself sufficient to justify expenditure of the local hotel tax. The funded event/facility must also have the impact of directly promoting both tourism and the hotel and convention industry.

#### 5. Funding historical restoration or preservation programs.<sup>905</sup>

This category allows a city to spend its hotel occupancy tax revenues to enhance historical restoration and preservation projects or activities that encourage tourists and convention delegates to visit the city's preserved historic sites or museums. This funding can include the costs for rehabilitation or preservation of existing historic structures. Also, the costs of advertising, conducting solicitations, and promotional programs to encourage tourists and

<sup>899</sup> See Tex. Att'y Gen. Op. Nos. JM-184 (1984), JM-965 (1988).

<sup>900</sup> Tex. Tax Code § 351.102.

<sup>901</sup> *Id.* § 351.101(a)(2).

<sup>902</sup> *Id.* § 351.101(a)(3).

<sup>903</sup> See Tex. Att'y Gen. Op. No. JM-690 (1987) ([Chapter 351 of the Tax Code] does not authorize the use of hotel/motel occupancy tax funds for advertising which is not related to attracting conventions, visitors or tourists).

<sup>904</sup> Tex. Tax Code § 351.101(a)(4).

<sup>905</sup> *Id.* § 351.101(a)(5).

convention delegates to visit such preserved historic structures or museums can be funded under this category. The tax can be used on historic sites or museums that are in the immediate vicinity of the convention center facilities or visitor information centers, or anywhere else in the city where tourist and convention delegates frequently visit. The fact that a program results in historical restoration or preservation is not in itself sufficient to justify expenditure of the local hotel tax. The funded event/facility must also have the impact of directly promoting both tourism and the hotel and convention industry.

**6. Funding costs to hold sporting events in certain municipalities.**<sup>906</sup>

Certain cities may use hotel occupancy tax proceeds for expenses, including promotional expenses, directly related to sporting events in which the majority of participants are tourists. These cities are:

1. cities located in a county with a population of one million or less;<sup>907</sup>
2. a city with a population of more than 67,000 that is located in two counties with 90 percent of the city’s territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million.<sup>908</sup>; or
3. a city with a population of at least 200,000 and shares a border with:
  - a. a city with the population of at least 56,000 that borders Lake Ray Hubbard and is located in two counties, one of which has a population of less than 80,000, and
  - b. Lake Ray Hubbard.<sup>909</sup>

Such funding is permissible provided the sporting event substantially increases economic activity at hotels and motels within the city or its vicinity. This provision is intended to allow communities to fund the event costs for sporting tournaments that result in substantial hotel activity. For example, if a city had to pay an application fee to seek a particular sporting event or tournament, it could use this authority if the event would substantially increase economic activity at hotels and the city was within a county of one million or less population. The requirement that a majority of the participants must be “tourists” is included to prohibit the use of local hotel tax for sporting related facilities or events that are purely local (e.g., local recreation centers, local little league and parks events, etc.).

**7. Enhancing and upgrading existing sport facilities or fields for certain municipalities.**<sup>910</sup>

This expenditure authorizes certain cities to use hotel occupancy tax revenue to upgrade certain existing sports facilities. Existing sports facilities or fields may be upgraded with hotel occupancy tax revenue if the facility is: 1) owned by the city;<sup>911</sup> and 2) the sports facility or field

---

<sup>906</sup> *Id.* § 351.101(a)(6).  
<sup>907</sup> *Id.* § 351.101(a)(6)(A).  
<sup>908</sup> *Id.* § 351.101(a)(6)(B).  
<sup>909</sup> *Id.* § 351.101(a)(6)(C) (as added by S.B. 1262, 86<sup>th</sup> Leg., R.S. Effective September 1, 2019) (Note: Parts of S.B. 1262 was repealed by H.B. 4347, 86<sup>th</sup> Leg., R.S. This section is based on what that section would have said had it not been repealed.)  
<sup>910</sup> *Id.* § 351.101(a)(7).  
<sup>911</sup> *Id.* § 351.101(a)(7)(A).

*IV. Economic Development Through Tourism*

has been used in preceding calendar year a combined total of more than 10 times for district, state, regional, or national sports tournaments.<sup>912</sup> The cities that are authorized to use hotel occupancy tax revenue for this expenditure are:

- 1) those with a population of 80,000 or more that are located in a county with a population of 350,00 or less;
- 2) those with a population of between 75,000 and 95,000 that are located in a county with a population of less than 200,000 but not more than 160,000;
- 3) those with a population of between 36,000 and 39,000 that are located in a county with a population of 100,000 or less that is not adjacent to a county with a population of more than 2 million;
- 4) those with a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;
- 5) those with a population of at least 70,000 but less than 90,000 and no part of the city is located in a county with a population greater than 150,000;
- 6) those located in a county that has a population of at least 500,000, adjacent to the Texas-Mexico border and the county does not have a city with a population greater than 500,000;
- 7) those with a population of at least 25,000 but not more than 26,000 and is located in a county that has population of 90,000 or less;
- 8) those located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located;
- 9) those with a population of at least 40,000 and the San Marcos River flows through the municipality;
- 10) those with a population of more than 67,000 that are located in two counties with 90 percent of the city's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million;
- 11) those that contain an intersection of Interstates 35E and 35W and at least two public universities;
- 12) a city with a population of at least 200,000 and shares a border with a city with the population of at least 56,000 that borders Lake Ray Hubbard and is located in two counties, one of which has a population of less than 80,000, and Lake Ray Hubbard;<sup>913</sup>
- 13) those that have a population of not more than 1,500 and are located in a county that borders Arkansas and Louisiana;<sup>914</sup>
- 14) those with a population of not more than 10,000, that contain an outdoor gear and sporting goods retailer with retail space larger than 175,000 square feet, and that host an annual wiener dog race;<sup>915</sup>

<sup>912</sup> *Id.* § 351.101(a)(7)(C).

<sup>913</sup> *Id.* § 351.101(a)(7)(B)(i)-(xii). *See* fnt 909 concerning this specific section.

<sup>914</sup> *Id.* § 351.101(n).

<sup>915</sup> *Id.* § 351.101(o).

#### IV. Economic Development Through Tourism

- 15) those in the county seat of a county that has a population of more than 10,000 and contains a portion of Mound Lake;<sup>916</sup>
- 16) those that are the county seat of a county that is located on the Texas-Mexico border, have a population of 500,000 or more, and are adjacent to two or more counties, each of which have a population of 50,000 or more;<sup>917</sup>
- 17) those that have a population of at least 6,000 and that are the county seat of a county that borders Louisiana, is bisected by a United States highway, and has a population of 75,000 or less;<sup>918</sup> or
- 18) A city with a population of at least 95,000 that is located in a county that is bisected by United States Highway 385 and has a population of not more than 140,000.<sup>919</sup>

If hotel tax revenues are spent on enhancing or upgrading a sports facility, the city must determine the amount of “area hotel revenue” that was generated by hotel activity from sports events that were held at the hotel tax funded facility for five years after the upgrades to the sport facility are complete.<sup>920</sup> The area hotel revenues that were generated from sports events at the hotel tax-funded facility over that five year period must at least equal the amount of hotel tax that was spent to upgrade the sports facility.<sup>921</sup> If the amount of hotel tax that was spent on the facility upgrades exceeds hotel revenue attributable to the enhancements over that five-year period, the city must reimburse the hotel occupancy tax revenue fund any such difference from the city’s general fund.<sup>922</sup> For example, if a city spent \$400,000 on improvements to its soccer fields, it would have to show at least \$400,000 in hotel night revenue, including hotel banquet revenue, directly attributable to events held at that soccer field over the five year period after the soccer field improvements were completed. If the city could only show \$300,000 in hotel industry revenue due to events held at that soccer field, the city would have to reimburse the city hotel tax for the \$100,000 difference from the city’s general fund.

#### 8. Signage to sights and attractions.<sup>923</sup>

Cities are allowed to use hotel occupancy tax to erect signage to direct the public to sights and attractions that are visited frequently by hotel guests in the city.

#### 9. Funding transportation systems for tourists.<sup>924</sup>

With conventions and large meetings, there is often a need to transport the attendees to different tourism venues. Cities are allowed to use of hotel occupancy tax to cover the costs for transporting tourists from hotels in and near the city to any of the following destinations:

- the commercial center of the city;
- a convention center in the city;
- other hotels in or near the city; and

<sup>916</sup> *Id.* § 351.10711.

<sup>917</sup> *Id.* § 351.1068.

<sup>918</sup> *Id.* § 351.1079.

<sup>919</sup> *Id.* § 351.10712.

<sup>920</sup> *Id.* § 351.1076(a).

<sup>921</sup> *Id.*

<sup>922</sup> *Id.* § 351.1076(b).

<sup>923</sup> *Id.* § 351.101(a)(9).

<sup>924</sup> *Id.* § 351.110.

- tourist attractions in or near the city.

The reimbursed transportation system must be owned and operated by the city, or privately owned and operated and financed in part by the city. The law specifically prohibits the use of the local hotel occupancy tax to cover the costs for transporting the general public by any such system.

### **Use of Local Hotel Occupancy Tax Revenues for Counties**

Just like cities, counties that are authorized to impose hotel occupancy tax have to follow a two-part test to determine that every expenditure of the tax is valid.<sup>925</sup> First, the expenditure must directly enhance and promote tourism and the convention and hotel industry. The expenditure must be likely to attract visitors from outside the county into the county or its vicinity and must have some impact on convention and hotel activity. If the expenditure is not reasonably likely to accomplish this result, it should not be funded by hotel occupancy tax revenues. The hotel occupancy tax may not be used for general revenue purposes or general governmental operations of a county.<sup>926</sup>

Second, a county can only spend hotel occupancy tax revenue on those categories of expenditures that the county has specifically been given permission by statute to do so.<sup>927</sup> Usually, this depends on either the population of the county or where the county is geographically located or both.

### **Use of Tax Proceeds to Cover Administrative Expenses**

The implementation of programs or improvements under the above categories may involve certain administrative costs. State law allows proceeds of the tax to be used to cover the portion of administrative costs that are directly attributable to work on facilities or events that may be funded by the tax.<sup>928</sup> For example, efforts to promote the city or county as a tourist and convention locale often involve some travel expenses. There are two circumstances under which cities or counties may spend hotel occupancy tax revenues for travel-related expenditures.<sup>929</sup>

- First, tax revenues may be spent to pay for travel to attend an event or to conduct an activity that is directly related to the promotion of tourism and the convention and hotel industry. “Tourism” is defined in the Tax Code as guiding or managing the travel of individuals from their residence to a different city or county for pleasure, recreation, education, or culture.<sup>930</sup>
- Second, local hotel occupancy tax revenues may be spent on travel that is directly related to the performance of the person’s job in an efficient and professional manner. This travel should facilitate the acquisition of skills and knowledge which will promote tourism and the convention and hotel industry.

<sup>925</sup> *Id.* § 352.1031(a) (This statute refers to Tax Code § 351.101).

<sup>926</sup> *Id.* § 352.1031(b).

<sup>927</sup> *Id.* §§ 352.101-.106; .108; .110; .111; .113.

<sup>928</sup> *Id.* §§ 351.101(e)-(f), 352.1015(c)-(d).

<sup>929</sup> *Id.*

<sup>930</sup> *Id.* §§ 351.001(5), (6), 352.001(3), (4).

#### IV. Economic Development Through Tourism

Entities that manage activities funded by the hotel occupancy tax may spend some of the tax for certain day-to-day operational expenses. These expenses may include supplies, salaries, office rental, travel expenses, and other administrative costs. These costs can be reimbursed if they are incurred directly in the promotion and servicing of expenditures authorized under the hotel occupancy tax laws. The portion of the administrative costs that are covered may not exceed the percentage of the cost that is attributable to the activity funded by the hotel occupancy tax. In other words, administrators who spend 33 percent of their time overseeing hotel occupancy tax funded programs could seek funding for no more than 33 percent of their salary or 33 percent of other related overhead costs.<sup>931</sup>

### Use of State Tax Revenue for Qualified Hotel Projects by Certain Cities

Certain cities can receive certain state tax revenues for a qualified hotel project or other ancillary facilities of a qualified project.<sup>932</sup> Generally, the hotel will be located on city-owned land that is connected to or within 1,000 feet of a qualified convention center facility.<sup>933</sup> The state tax revenues will be used to pay bonds, obligations, and contractual obligations issued or entered in connection with the qualified project<sup>934</sup> involving qualified convention center facilities and the qualified hotel.<sup>935</sup> A city will be able to pledge this revenue for 10 years following the date a qualified hotel was open for initial occupancy and would not be entitled to pledge or receive this revenue unless a qualified project was commenced before September 1, 2023.<sup>936</sup> The comptroller would deposit revenue collected by or forwarded to the comptroller that had been pledged by the city in a separate account outside of the state treasury and pay the revenue to the city at least quarterly.<sup>937</sup>

### Additional Limits on Expenditures

Texas statutes provide certain additional rules regarding the percentage of hotel occupancy tax revenues that may be spent on each of the categories of expenditures discussed above. The rules differ according to the population of the city or the description of the county in the Tax Code.

## General Rules of Allocation of Hotel Occupancy Tax Revenue

### Minimum Expenditure That Must be Spent on Advertising and Promotion

A city with a population of 200,000 or greater is required to spend at least 50 percent of the hotel occupancy tax collected by the city on advertising and conducting solicitations and promotional programs to attract tourists to the city or its vicinity.<sup>938</sup> However, it should be noted that if a city takes in over \$2 million annually in hotel taxes, it is not subject to this 50 percent requirement.<sup>939</sup>

<sup>931</sup> *Id.* §§ 351.101(e), 352.1015(c).

<sup>932</sup> *Id.* §§ 351.151 - .160.

<sup>933</sup> *Id.* §§ 351.151(3) (definition of “qualified hotel”); .151(2) (definition of “qualified convention center”).

<sup>934</sup> *Id.* § 351.151(4) (definition of “qualified project”).

<sup>935</sup> *Id.* § 351.155.

<sup>936</sup> *Id.* §§ 351.157(e); .158. *See id.* §§ 351.156; .157 (describes which certain tax revenue a city is entitled to for this subchapter).

<sup>937</sup> *Id.* §§ 351.159; .160.

<sup>938</sup> *Id.* § 351.103(a).

<sup>939</sup> *Id.* § 351.103(b). *See also* Tex. Att’y Gen. Op. No. JC-105 (1999) (Pursuant to Section 351.103(b) of the Texas Tax Code, the allocation restriction of Section 351.103(a) of the Tax Code does not apply to a

If the city has a population of less than 200,000, the amount that the city can spend on advertising and conducting solicitations and promotional programs depends on the hotel occupancy tax rate adopted by the city. If the city adopted a hotel occupancy tax rate of not more than three percent, at least one-half of one percent of the rate must be spent on advertising and promotion of the city and its vicinity.<sup>940</sup> If the city adopted a hotel occupancy tax rate that exceeds three percent, at least one percent of the rate must be spent on advertising and promotion of the city and its vicinity.<sup>941</sup> For example, if a city has a seven percent hotel occupancy tax rate, at least one-seventh of the hotel occupancy tax proceeds must be spent on advertising and promoting the city and its vicinity to attract tourists and hotel and convention activity. Also, a city with a population of at least 200,000 and shares a border with a city with the population of at least 56,000 that borders Lake Ray Hubbard and is located in two counties, one of which has a population of less than 80,000, and Lake Ray Hubbard must spend 30 percent of the tax collected on advertising and conducting solicitations and promotional programs to attract tourists to the city or its vicinity.<sup>942</sup>

### Maximum Expenditure for the Arts

Generally, cities with populations of less than 1.6 million are limited to a set percentage with regard to art programs. Such cities may not spend on art programs more than 15 percent of their hotel occupancy tax revenues or no more than the amount of tax generated by the city at the tax rate of one percent of the cost of a room, whichever is greater.<sup>943</sup> If the city has a population of more than 1.6 million (Houston), then not more than 19.30 percent of hotel occupancy tax revenue or no more than the amount of tax generated by the city at the tax rate of one percent of the cost of a room, whichever is greater, can be spent on art programs.

### Maximum Expenditure for Historical Restoration and Preservation

Cities with a population of more than 125,000 may not spend more than 15 percent of their tax revenue for historical restoration and preservation projects and activities.<sup>944</sup> If a city fails to allocate money for a convention center purpose, the Tax Code prohibits that city from allocating more than 50 percent of its hotel occupancy tax for historical restoration or preservation projects.<sup>945</sup> If a city with a population under 125,000 does spend some of its hotel occupancy tax on a convention center, there is no statutory limitation on expenditures for historic preservation and restoration.

### Delegating the Management of Funded Activities

The governing body of a city and county may, by written contract, delegate the management or supervision of programs and activities funded with revenue from the hotel occupancy tax.<sup>946</sup> This

---

municipality which has collected in excess of \$2 million in hotel occupancy tax revenue in the most recent calendar year).

<sup>940</sup> Tex. Tax Code § 351.103(a)(1).

<sup>941</sup> *Id.* § 351.103(a)(2).

<sup>942</sup> *Id.* § 351.103(b-1). *See* fnt 909 concerning this specific section.

<sup>943</sup> *Id.* § 351.103(c).

<sup>944</sup> *Id.*

<sup>945</sup> *Id.* § 351.103(d).

<sup>946</sup> *Id.* §§ 351.101(c), 352.1015.



delegation may be made to a person, another governmental entity, or to a private organization.<sup>947</sup> The delegation of this authority is often made to the local chamber of commerce or to the convention and visitor bureau.

There are a number of procedural requirements that the legislature has imposed on entities that undertake management of these funds. For example, a city or county is required to approve in writing the portion of an entity’s annual budget that involves expenditure of hotel occupancy tax funds. This approval must be sought in advance of the expenditures. Hotel tax funded entities also must submit at least quarterly reports to the city council or the commissioners court on their expenditures of the tax revenues. The reports must list all expenditures made by the entity from the hotel occupancy taxes provided by the city or county.<sup>948</sup> The entity is required to keep complete and accurate financial records of each expenditure of hotel occupancy tax revenue.<sup>949</sup> These records must be made available for inspection and review upon the request of the governing body or upon a request from any other person.

The entity delegated authority to manage these funded programs undertakes a fiduciary duty with respect to this revenue. Such entities are required to maintain the city hotel occupancy tax revenue in a separate bank account established for that purpose. This account may not be commingled with any other account.<sup>950</sup>

**Documenting Activities Funded by the Hotel Occupancy Tax**

Before making a hotel occupancy tax expenditure, a city, county, or other hotel occupancy tax funded entity must specify each scheduled activity, program, or event that is directly funded by hotel occupancy tax proceeds or has its administrative costs funded in whole or in part by the tax. The activity or program must directly relate to enhancing and promoting tourism and the convention and hotel industry.<sup>951</sup>

If the city or county delegates to another entity the management or supervision of an activity or event funded by the local hotel occupancy tax, each entity that is funded by the tax shall, before making an expenditure, specify each scheduled activity, program, or event that is directly funded by the tax or has its administrative costs funded in whole or in part by the tax. Further, the list must indicate the activities and programs that are directly enhancing and promoting tourism and the convention and hotel industry.<sup>952</sup> For cities, this list of expenditures should be provided to the city secretary or the city secretary’s designee.<sup>953</sup>

---

<sup>947</sup> *Id.* (Please note that a legislative body such as a city council is limited in the degree to which it may delegate its authority to another entity. See, for example, *Texas Boll Weevil Eradication Foundation, Inc. v. Lewellen*, 952 S.W.2d 454 (Tex. 1997). See also *Andrews v. Wilson*, 959 S.W.2d 686 (Tex. App. -- Amarillo, 1998)).

<sup>948</sup> *Id.* §§ 351.101(c), 352.1015(a).

<sup>949</sup> *Id.* §§ 351.101(d), 352.1015(b).

<sup>950</sup> *Id.* §§ 351.101(c), 352.1015(a).

<sup>951</sup> *Id.* §§ 351.108(b), 352.109(b).

<sup>952</sup> *Id.* §§ 351.108(c), 352.109(c).

<sup>953</sup> *Id.* § 351.108(d).

## Local Hotel Occupancy Tax Reporting

Cities are required to annually report hotel occupancy tax information to the comptroller.<sup>954</sup> Not later than February 20 of each year, a city that imposes a hotel occupancy tax must submit to the comptroller:

- (1) the rate of the city’s hotel occupancy tax and, if applicable, the rate of the city’s hotel occupancy tax supporting a venue project;
- (2) the amount of revenue collected during the city’s preceding fiscal year from the city’s hotel occupancy tax and, if applicable, the city’s hotel occupancy tax supporting a venue project; and
- (3) the amount and percentage of hotel occupancy tax revenue allocated by the city for certain categories of expenditure during the city’s preceding fiscal year.<sup>955</sup>

Cities must comply with the annual reporting requirements by either submitting the report to the comptroller on a form prescribed by the comptroller, or alternatively providing the comptroller a direct link to, or a clear statement describing the location of, the information required to be reported that is posted on the city’s website.<sup>956</sup>

More information on reporting through the comptroller’s office can be found at: <https://comptroller.texas.gov/transparency/local/hotel-receipts/>.

## County Development District

The Texas Legislature has recognized that it is sometimes advantageous to pursue economic development at the county level. The County Development District Act provides counties that have a population of 400,000 or less with a means to generate sales tax funds for local economic development and tourism-related projects. Such districts are initiated by a petition of landowners in the proposed district. Upon approval of the petition by the county, an election is called to gain the voters’ consent to create the district and to levy a sales tax to fund district projects. A county development district may acquire or dispose of the same sorts of projects and pay the same sorts of costs as a Type B economic development corporation. However, a county development district project must promote and develop tourism within the county.<sup>957</sup>

<sup>954</sup> *Id.* § 351.009

<sup>955</sup> *Id.* § 351.009(a).

<sup>956</sup> *Id.* § 351.009(b).

<sup>957</sup> See Tex. Loc. Gov’t Code §§ 383.002 (“This chapter furthers the public purpose of developing and diversifying the economy of this state by providing incentives for the location and development of projects in certain counties to **attract visitors and tourists.**”); 383.003(a) (“[s]mall and medium-sized counties in this state need incentives for the development of public improvements to **attract visitors and tourists** to those counties...”); 383.003(b) (“[t]he means and measures authorized by this chapter are in the public interest and serve a public purpose of this state ... by providing incentives for the location and development in certain counties of this state of projects that **attract visitors and tourists** ...”); 383.023(5) (a petition proposing a county development corporation must state that the district “will serve the public purpose of **attracting visitors and tourists** to the county.”)(emphasis added). See also, Tex. Att’y Gen. Op. No. JC-291 (2000) at 7 - 10 (A county development district created under Chapter 383 of the Local Government Code is not authorized to levy ad valorem taxes. A county development district may undertake a project only if it is consistent with the purpose of Chapter 383 – “providing incentives for the location and development of projects in certain counties to attract visitors and tourists.”).



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Thomas Bolt, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the September 2020 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant Development Services Director
- Community Development – Debbie Charbonneau, Community Development Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- September 2020 Department Monthly Reports

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council approve and accept the September 2020 Departmental Reports.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
--	---------------------------	--------------------	-------------



# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 10/21/2020

September 2020

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1968	2035	3.3↓	Patrol Car Rental Last Month \$1,121.25 YTD \$21,359.25
Average CFS per day	65.6	67.8	3.2↓	
Open Cases	23	20	15↑	
Charges Filed	37	35	5.7↑	
Alarm Responses	41	44	6.8↓	
Drug Cases	4	5	20↓	
Family Violence	11	11	NO CHANGE	
Arrests Fel/Misd	10Fel/27Misd	14Fel/21Misd	52.3↓ Fel/28.5↑Misd	
Animal Control	45	35	28.5↑	
Traffic Accidents	27	57	52.6↓	
DWI Arrests	7	9	22.2↓	
Traffic Violations	299	814	63.2↓	
Impounds	61	74	17.5↓	
Victim Services cases	63	62	1.6↑	
Total Victims Served	46	58	20.6↓	
Ordinance Violations	15	29	48.2↓	
Laboratory Submissions	8	21	62↓	

Notes:

\*DNA- DATA NOT AVAILABLE

**DEVELOPMENT SERVICES DEPARTMENT REPORT  
PROJECT VALUATION AND FEE REPORT**

September 1-30, 2020

Description	Projects	Valuation	Fees	Detail
Certificate of Occupancy	1		\$292.00	Queens Braiding
Commercial Sign	2	\$18,000.00	\$391.42	
Educational New	1	\$668,187.00	\$3,497.80	New Tech Concession Stands
Moving a Structure	1		\$157.00	
Residential Accessory	1	\$5,000.00	\$107.00	
Residential Deck/Patio	2	\$29,600.00	\$529.00	
Residential Electric	9	\$140,297.00	\$963.00	
Residential Foundation Repair	4	\$43,220.00	\$388.00	
Residential Irrigation	26	\$57,886.12	\$2,782.00	
Residential Mechanical/HVAC	2	\$2,705.00	\$214.00	
Residential New	39	\$11,555,413.35	\$248,438.40	
Residential Plumbing	1	\$1,200.00	\$107.00	
Residential Swimming Pool/Spa	1	\$47,000.00	\$272.00	
Temporary Sign	1		\$62.00	
Totals	91	\$12,568,508.47	\$258,200.62	

Total Certificate of Occupancies Issued: 33

Total Inspections(Comm & Res): 1,696

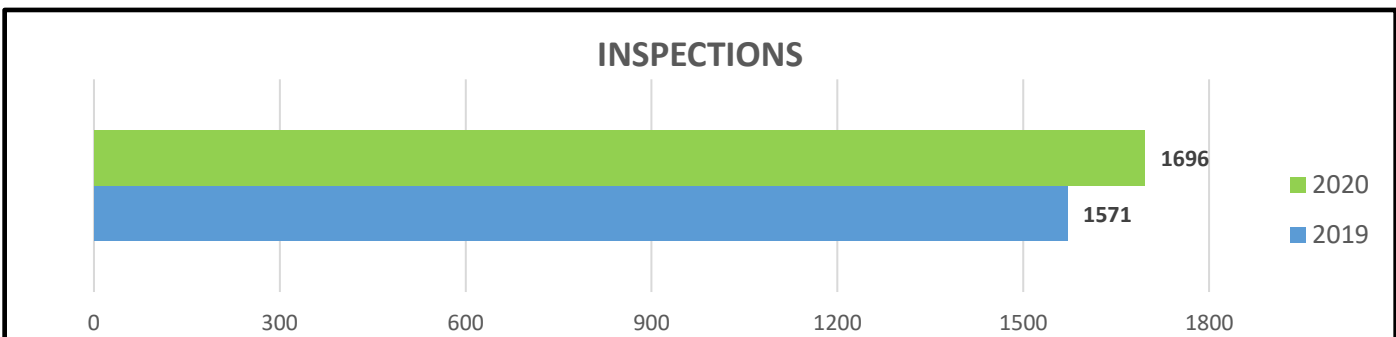
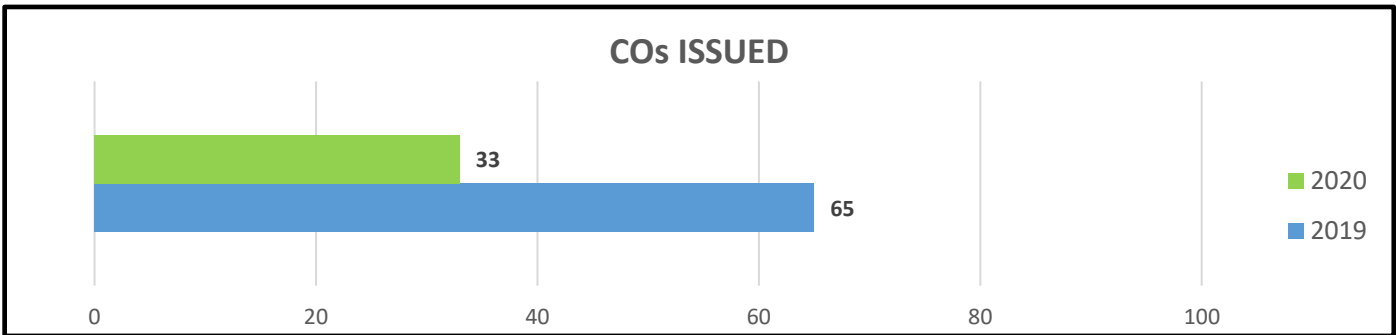
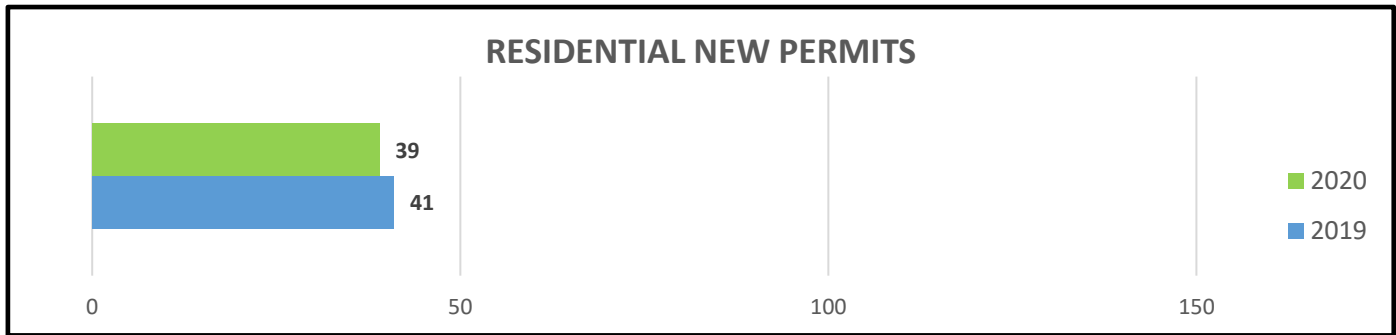
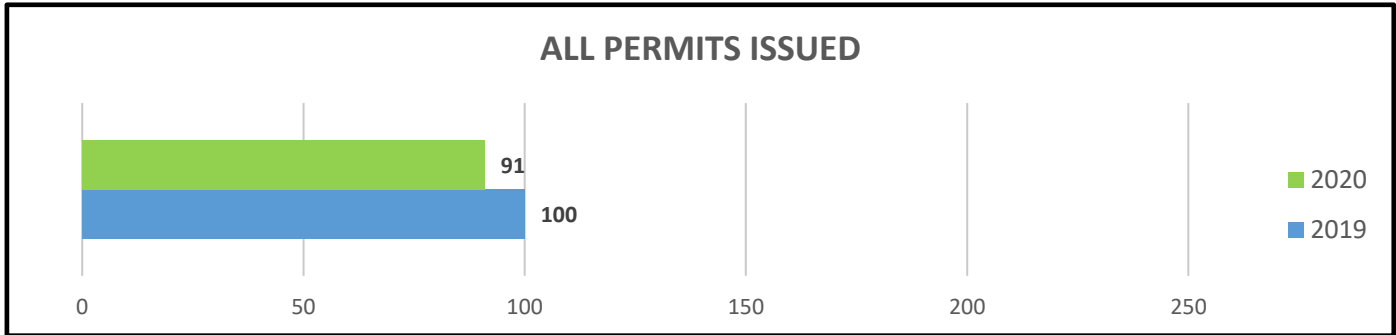
*Tom Bolt, City Manager*





# September 2020

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR



\*Charts displayed at different scales



# MEMO

To: Mayor and City Council Members  
 From: Debbie Charbonneau, Community Development Manager  
 Date: October 21, 2020  
**RE: September Report**

---

### COMMUNITY MEETINGS

Café 290 Meeting  
 Regional Partners ZOOM Meeting  
 That Taco Stand, Brain Freeze and Laura Dominguez Meeting  
 Frontier Bank and Area Realtors Lunch Meeting/Speaking

### BUSINESS VISITS

Envy Nails & Spa	ShIPLEY’S Donuts	Chokdee
Pho Yes	Beer 30	Manor Donuts
Solar Nails	Jack’s Barber Shop	Manor Tires
Rocio’s Hair Salon	Michele’s Salon & Spa	Discoteca
Golden Beijing	Gonzalez Hair Salon	Chuck Wagon
La Sabroza	La Fogata China’s Kitchen	La Pasadita
Taqueria La Parrillita	That Taco Stand	Tamale Addiction

### EVENTS

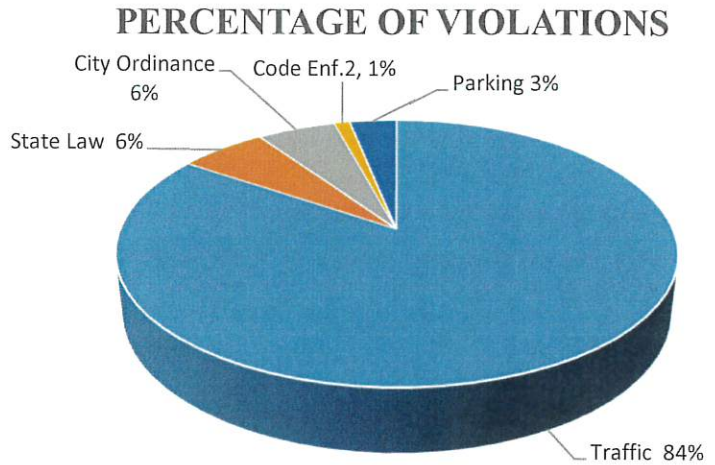
Leadership Manor class #1 – City Government Day.  
 Shop Small Shop Local Business Visits.  
 Governor’s Veteran Owned Small Business Webinar.  
 AAUL, City & MISD Partnership Regarding PPE Distribution in Manor Call.

### OTHER DUTIES

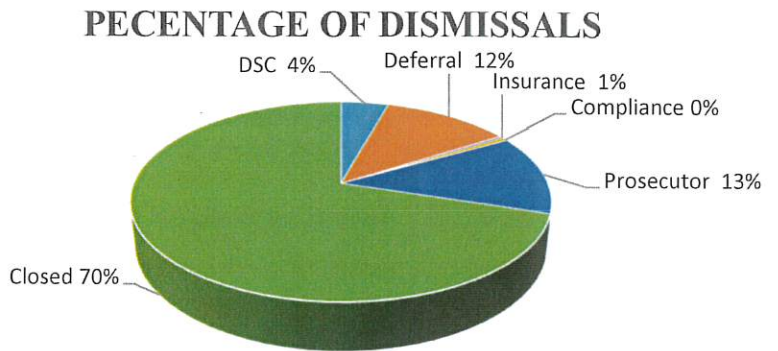
Texas Downtown Association Education Programming Call.  
 Texas Downtown Association Conference Planning ZOOM Meeting.  
 Texas Downtown Association Nominating Committee ZOOM Meeting.  
 Central Texas Regional Partners ZOOM Meeting.

## City of Manor Municipal Court SEPTEMBER 2020

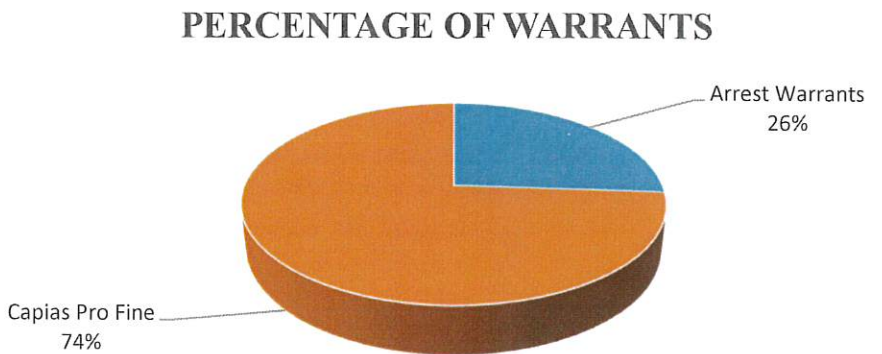
Violations Filed	Sep-20	Sep-19
Traffic	156	660
State Law	11	31
City Ordinance	10	11
Code Enforcement	2	6
Parking	6	16
<b>Total</b>	<b>185</b>	<b>724</b>



Dismissals	Sep-20	Sep-19
DSC	10	21
Deferral	27	58
Insurance	1	0
Compliance	1	15
Prosecutor	30	36
Closed	163	468
<b>Total</b>	<b>232</b>	<b>598</b>



Warrants	Sep-20	Sep-19
Arrest Warrants	20	44
Capias Pro Fine	57	41
<b>Total</b>	<b>77</b>	<b>85</b>



#### Money Collected in September 2020

Kept By City	\$23,287.41
Kept By State	\$9,847.40
<b>Total</b>	<b>\$33,134.81</b>

#### Money Collected in September 2019

Kept By City	\$52,218.90
Kept By State	\$29,451.69
<b>Total</b>	<b>\$81,670.59</b>





# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: October 21, 2020  
**RE: September Monthly Report**

---

## **Public Works Department**

### **Street and Public, Parks, and Maintenance Department**

In the month of September, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city's facilities and parks. They performed all maintenance on city vehicles and heavy equipment. In September, the Street Department repaired streets, curbs and signs.

### **Water and Wastewater Department**

In September, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. In September, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

### **Water Production & Purchase**

In the month of September 12% of the water we supplied to our residents was from our wells, and we purchased 88% from EPCOR and Manville WSC. In September, the estimated population of residents in the City of Manor is 15,187. Estimated population for ShadowGlen is 4,488 residents.

### **Subdivision Inspections**

- Street Inspections- 13
- Water Inspections- 2
- Wastewater Inspections- 3

## **Streets and Parks Monthly Report September 2020**

### **Daily Duties and Projects 9-1-2020 / 9-30-2020**

- Asphalt repair at 12013 Waterford Run Way.
- Curb raised at 12013 Waterford Run Way.
- Trimming trees in alleys in Old Town.
- Hamilton Point Park fence installed for play area.
- Repaired potholes in Old Town.
- Continued street pavement repairs on Wheeler St. between N. Caldwell St. and N. Bastrop St.  
Street will be paved by contractor on October 1<sup>st</sup>.
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

**Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.**

The city will continue their regular site inspections to ensure all contractors are following the rules that are in place.

Presidential Heights Phase 5 homes are being built.

Presidential Heights Phase 3&4 – homes are being built.

Stonewater North Phase 3- Homes are being built.

Stonewater North Phase 2- Homes are being built.

Lagos Phase 1- Homes are continuing to go up and regular inspections are done on a weekly basis.

Manor Commons- phase 1- 1year walkthrough has been done, contractor in process of repairs.

Manor Commons – phase1 homes are still being built.

Manor Commons Apartments – still in building process.

Ring Drive – 1year walkthrough has been done, contractor in process of repairs.

Manor Heights – Phase I Sec. 1&2 Contractor in development process.

Manor Heights – Phase II Sec. 1 Contractor in development process.

Grass Dale Manor Apartment - is in development process.

Manor Grand Apartments - is in development process.

## Water Monthly Report September 2020

For the month of September, the Water Department had 30 service calls, 5 repair jobs, and 5 maintenance jobs and 2 Inspections.

**Service calls include:** Low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, and connected water services.

### Repairs

Lagrange and Lane NE corner - repaired a 2" main break by FZ,CD,AM 9-4-20.

207 East Burton - repaired a 1" service line break by CD,AM 9-15-20.

310 West Parsons- repaired a 3/4 service line break by CD,AM 9-16-20.

402 West Parsons City yard - repaired leak on 6" Cla - valve in city yard pump room by FZ,CD 9-1-20.

HWY 290 and Lexington SW corner-repaired fire hydrant truck ran over- replaced the break away kit by FZ,CD,AM 9-4-20.

### Maintenance

Aqua Tech Lab - drop off first set of five Bac T samples at Aqua Tech Lab by JT,DD 9-15-20.

West Wheeler end of street - flow test fire hydrant with Rob Stephenson (Capital Hydrant LLC) by JT,CD 9-17-20.

Gregg Manor and Hill Ln -flow test fire hydrant with Rob Stephenson (Capital Hydrant LLC) by JT,CD 9-17-20.

Genome Drive - flow test for Manor Grand Apts. by Chad Loosemore with Brigade Fire Solutions by DD,JT 9-25-20.

Aqua Tech Lab - drop off second set of five Bac T samples at Aqua Tech Lab by JT,DD 9-23-20.

### Inspections

Manor Heights Phase 1 section 2 - pressure test water main with JL Gray Construction by JT,DD 9-8-20.

Manor Heights Phase section 1 - Take Bac T samples - results came back good on 9-29-20 by JT.

## Wastewater Monthly Report September 2020

For the month of September, the Wastewater Department had 3 service calls, 5 repair jobs, 6 maintenance jobs and 3 inspections.

### Service Calls

100 Blk East Parsons - sewer clog - jetted main and cleared main by DD,AM 9-10-20.  
 14902 Breccia - sewer clog - removed toilet paper from service line the line cleared by AB 9-14-20.  
 100 Blk West Parsons - sewer clog - jetted main and cleared by JT,DD,AM 9-24-20.

### Repairs

Wildhorse Creek Lift Station - replaced bad float in lift station- low level float and pulled pump number 2 and cleaned rags out by FZ,CD 9-1-20.  
 Presidential Heights Lift Station - replaced bad float control relays relay by JT,AM 9-1-20.  
 Tower and Suncrest SE corner - repaired cracked manhole -recemented around ring and lid by FZ,AM 9-14-20.  
 Carillon Way from Ship Bell to Ring Dr. - hydro jet main for maintenance by FZ,AM,AB 9-21-20.  
 128129 Ring Drive - called locates to excavate where city side meets the customer side.  
 Wastewater service...made repairs where customer side meets city side and installed a new clean out and lid by FZ,CD,AM 9-28-20.

### Maintenance

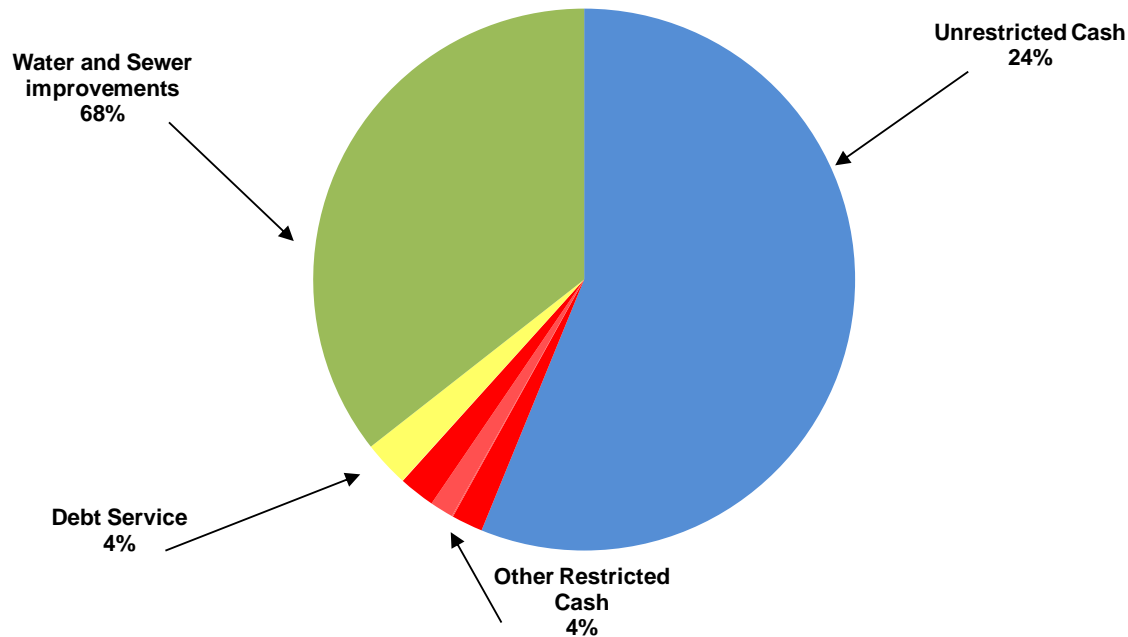
Wilbarger Plant - changed bottle number 1 - 150 lb. cl2 bottle changed by CD,JT 9-4-20.  
 Wilbarger Plant- grease sand filter bridge by JT,GS 9-8-20.  
 Wilbarger Plant - changed bottle number 2 - 150 lb. cl2 bottle changed by CD,JT 9-12-20.  
 Wilbarger Plant - changed bottle number 1 - 150 lb. cl2 bottle changed by CD,JT 9-14-20.  
 Wilbarger Plant - ordered 5 150 lb. cl2 bottles from Brenntag for plant by JT 9-30-20.  
 Wilbarger Plant - ordered Calcium Hypochlorite Tablets, 100 lb. pail for new treatment plant by JT 9-30-20.

### Inspections

Manor Heights - phase 1 section 1 - pulled mandrels with JL Gray Construction passed by DD 9-1-20.  
 Manor Heights - phase 1 section 1 - finish pulling mandrels for section 1 with JL Gray Construction passed by DD 9-8-20.  
 Manor Grand Apartments on Genome Drive - tri-state utilities and plumbing tied into the existing wastewater manhole by JT 9-14-20.

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of September, 2020**

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	\$ 9,729,846	\$ 8,297,727			\$ -	\$ 18,027,573
Restricted:						
<b>Tourism</b>				600,450		600,450
<b>Court security and technology</b>	19,782					19,782
<b>Rose Hill PID</b>				452,743		452,743
<b>Customer Deposits</b>		690,753				690,753
<b>Park</b>	8,930					8,930
<b>Debt service</b>			873,479			873,479
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		1,034,294		10,380,941		11,415,235
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 9,758,558</b>	<b>\$10,022,774</b>	<b>\$ 873,479</b>	<b>\$ 11,434,133</b>	<b>\$ -</b>	<b>\$ 32,088,943</b>



**Overview of funds:**  
 \$129,081.28 sales tax collected  
 GF is in a favorable status.  
 UF is in a favorable status  
 DSF is in a favorable status  
 CIP Fund is in a favorable status

AGENDA ITEM NO. \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Thomas Bolt, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an engagement letter for litigation legal services.

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:**  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve an engagement letter for litigation legal services.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**

AGENDA ITEM NO. \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Thomas Bolt, City Manager  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Second Amendment to Development Agreement (Manor Heights).

**BACKGROUND/SUMMARY:**

The Development Agreement approved on November 7, 2018 needs to be updated to reflect “current conditions” now that the City is obtaining bids for the first phase of the Wastewater Treatment Plant and construction of the Project is imminent. The Second Amendment to the Development Agreement provides additional detail on construction of wastewater infrastructure and roadway infrastructure and sets forth, among other things, phased construction of such infrastructure, how infrastructure will be paid for between anticipated PID bond proceeds and Developer funds, and fiscal surety to be provided to City to insure completion of said improvements.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Second Amendment to Development Agreement

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve the Second Amendment to Development Agreement (Manor Heights).

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**



**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(Manor Heights)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is dated effective \_\_\_\_\_, 2020 (the “**Second Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and FORESTAR (USA) REAL ESTATE GROUP, INC., a Texas corporation (the “**Developer**”). The City and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

A. Sky Village Kimbro Estates, LLC, a Texas limited liability company (“**Sky Village**”) and RHOF, LLC, a Texas limited liability company (“**RHOF**”) (collectively, the “**Original Developer**”) and the City previously entered into that certain Development Agreement dated effective November 7, 2018 (the “**Agreement**”), as was amended by that certain First Amendment to Development Agreement dated November 6, 2019 (the “**First Amendment**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Developer now owns all the Property (as defined in the Agreement), save and except the Commercial Parcels, herein defined, which are now owned by RHOF, successor-in-interest to Sky Village.

C. The Original Developer assigned all of its rights under the Development Agreement pertaining to the Property (save and except the Commercial Parcels) to Developer.

D. City and Developer desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Second Amendment.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

- 1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Second Amendment to the same extent as if set forth herein in full.
- 2) Capitalized Terms. All capitalized terms in this Second Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.
- 3) Commercial Parcels. The following is hereby added as a definition to Section 1.02 of the Agreement:

**“Commercial Parcels”** means the parcels of land within the Project which are intended to be developed for commercial uses and are more particularly described on **Exhibit “A-2”** attached hereto and made a part hereof.

4) Payment of Design Fees. Section 10.01(d) of the Agreement shall be deleted and replaced in its entirety with the following:

“Developer has contributed \$405,724.53 towards the design of the Overall Plant. These Costs shall be reimbursed to Developer through the PID.”

5) Wastewater Treatment Plant. (a) The first paragraph of Section 10.01 (a) is hereby deleted and replaced in its entirety with the following:

“(a) The Developer shall fund, finance and pay for the cost of designing and constructing a 400,000 gpd wastewater treatment plant (the **“Overall Plant”**) located on the portion of the Property depicted on **Exhibit “G”** attached hereto, as provided in this Article, subject to reimbursement for such costs as provided herein. The Parties acknowledge and agree that the Overall Plant will be constructed in two phases. The first phase of the Overall Plant (**“Interim Phase I”**) will consist of a 200,000 gpd wastewater treatment plant and the second phase of the Plant (the **“Interim Phase II”**) will add in an additional capacity of 200,000 gpd to get the Overall Plant to its intended size of 400,000 gpd.”

(b) Any references to **“Plant”** in the Agreement shall be deemed to refer to Interim Phase I unless expressly stated otherwise.

(c) Prior to finalizing any plans for Interim Phase I or Interim Phase II, the City shall allow Developer’s engineer to conduct a peer review of said plans.”

6) Construction Plans (Wastewater). Section 10.03(a) is hereby deleted and replaced in its entirety with the following:

“(a) As more particularly described in Article XIII below and on **Exhibit “L”** attached hereto, it is anticipated that PID Bonds will be issued to fund a portion of the costs of the Offsite Wastewater Improvements. Pursuant to Article XIII below, Developer has agreed to secure payment and performance bonds for Interim Phase I and Interim Phase II. If prior to commencement of construction of Interim Phase I and/or Interim Phase II, as applicable, there are PID Bond proceeds within the applicable account of the Indenture sufficient to pay for completion of Interim Phase I and/or Interim Phase II, as applicable, then the Developer shall not be required to post any additional fiscal security for such improvements. If PID Bonds have not been issued prior to the commencement of construction of Interim Phase I and/or Interim Phase II, as applicable, then Developer shall pay all invoices submitted by the City from their contractors who are constructing the applicable portion of the Overall Plant, within thirty (30) days of receipt of said invoice. Any amounts paid by Developer pursuant to the foregoing sentence shall be referred to herein as **“WWTP Developer Payments”**. When PID Bonds are issued, if the PID Bond proceeds within the applicable account of the Indenture are not sufficient to complete Interim Phase I and/or Interim Phase II, as applicable, then Developer will provide to or for the benefit of

City, as security for the performance of such obligation: (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a cash payment in an amount equal to (i) 110% of the then-projected cost of any such unconstructed segment of Interim Phase I and/or Interim Phase II, as applicable (taking into account any WWTP Developer Payments) less (ii) the amount of PID Bond proceeds within the applicable account of the Indenture dedicated to pay for the completion of Interim Phase I and/or Interim Phase II, as applicable. If a letter of credit is posted, the Developer shall have the right to reduce the amount of the letter of credit periodically as construction of the Offsite Wastewater Improvements progresses.

For the remainder of the Offsite Wastewater Improvements (i.e. all Offsite Wastewater Improvements other than the Overall Plant), the following provisions shall apply:

If prior to commencement of construction of the Offsite Wastewater Improvements (i.e. all Offsite Wastewater Improvements other than the Overall Plant), there are PID Bond proceeds within the applicable account of the Indenture sufficient to pay for completion of that particular Offsite Wastewater Improvement (i.e. all Offsite Wastewater Improvements other than the Overall Plant), it is intended that the Developer not be required to post fiscal security for the applicable Offsite Wastewater Improvement. If at any time there are not sufficient funds in the Project Fund to complete the portion of the Offsite Wastewater Improvements (i.e. all Offsite Wastewater Improvements other than the Overall Plant) being funded by the PID, the Developer will provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 120% of the then-projected cost of any such unconstructed segment of the portion of the Offsite Wastewater Improvements being funded by the PID. Developer shall have the right to draw down on the security posted as construction of the Offsite Wastewater Improvements progresses.”

7) Public Improvement District. Pursuant to Paragraph 8 of the First Amendment, Developer notified the City on January 21, 2020 of its desire for the City to issue Upfront PID Bonds.

8) Construction of Overall Plant. The fourth paragraph of Article XIII shall be deleted and replaced in its entirety with the following:

“Unless the completion of Interim Phase I is caused by Developer delays, the Parties agree that construction of Interim Phase I shall be completed fifteen (15) months from the date the Developer deposits with the City or an escrow agent agreed upon by the Parties a payment and performance bond in a form acceptable to the City and in an amount equal to 110% of the cost to construct Interim Phase I. If there are delays in the construction of Interim Phase I not caused by the City, an extension for completion of the Interim Phase I shall be agreed upon by letter agreement between the Parties.

Developer shall provide the Interim Phase II P&P Bond (defined below) to the City (or other party designated by the City) within sixty (60) days of Developer's receipt of the City's written notice that Interim Phase I has reached 65% capacity. Unless the completion of Interim Phase II is caused by Developer delays, the Parties agree that construction of Interim Phase II shall be completed (i) fifteen (15) months from the date the Developer deposits with the City or an escrow agent agreed upon by the Parties a payment and performance bond in a form acceptable to the City and in an amount equal to 110% of the cost to design (if design has not been completed) and construct Interim Phase II ("**Interim Phase II P&P Bond**"). If there are delays in the design and construction of Interim Phase II not caused by the City, an extension for completion of Interim Phase II shall be agreed upon by letter agreement between the Parties."

9) Design Guidelines.

(a) Solely with respect to Manor Heights South, the following shall apply:

(i) The masonry requirements for residential units shall be all brick or stone on the front and brick or stone on portions of the sides. Hardie Board, or similar products shall not be used to meet the masonry requirements.

(ii) The minimum lot size shall be 6,000 square feet and the minimum living area per residential unit shall be 1,500 square feet.

(b) For the Property (save and except Manor Heights South), the design standards attached hereto as Schedule I shall be followed.

10) Old Kimbro Road.

(a) The City hereby agrees to cooperate with Developer on the addition of the portion of Old Kimbro Road that is located within the Project into the boundaries of the District. The City and Developer shall work diligently and in good faith to complete the addition of the portion of Old Kimbro Road that is located within the Project into the boundaries of the District.

(b) The City agrees to commence proceedings to vacate the portion of Old Kimbro Road located within the boundaries of the Project within thirty (30) days after satisfaction of the following: (i) Developer shall execute and deposit a special warranty deed for the portion of the MAD4 Roadway that is owned by Developer and located within the boundaries of the Project (the "**ROW Deed**") into escrow with an escrow agent selected by the City and Developer, (ii) the City, the Developer and the escrow agent shall enter into an escrow agreement in a form mutually agreeable to said parties, (iii) Developer and the City shall enter into a Completion Agreement (herein so called) in substantially the same form as Exhibit "P" attached hereto, and (iv) Developer shall post fiscal security guaranteeing the completion of the portion of the MAD4 Roadway described in Section 6.05(a)(1) of the Agreement in the form of a payment and performance bond

for the benefit of the City, in an amount not less than 120% of the estimated cost of such applicable portion of the MAD4 Roadway. Upon vacation and conveyance of such portion of Old Kimbro Road, that portion of vacated right-of-way shall automatically become a part of the Property under this Agreement.

11) Notices. The notice address for Developer in Section 21.01 shall be updated to include the following:

Forestar (USA) Real Estate Group  
 Attn: John Maberry  
 10700 Pecan Park Blvd. Suite 150  
 Austin, Texas 78750  
 Telephone: (512) 433-5231  
 Email: JohnMaberry@forestar.com

12) Exhibits. Section 23.07 is hereby updated to add “Exhibit A-2: Commercial Parcels”. In addition, **Exhibit “A-2”** attached to this Second Amendment is hereby added to and incorporated into the Agreement.

13) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Agreement and this Second Amendment, the provisions of this Second Amendment shall control.

14) No Waiver. Neither City’s nor Developer’s execution of this Second Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

15) Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

16) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

17) Counterparts. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

*[Signature pages follow]*

EXECUTED in multiple originals, and in full force and effect as of the Second Amendment Effective Date.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

Approved as to form:

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**DEVELOPER:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of the FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**DEVELOPER:**

**RHOF, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of RHOF LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



### Exhibit A-2 Commercial Parcels



DWG NAME: KVAUL\_CIVL\_000295700 SKY VILLAGE SOUTH/CAD/CHE/BTS/PLANS/HEETS/MANOR HEIGHTS CHAFFON REMAINDER.DWG  
LAST SAVED: 5/20/20 7:40 AM

**Exhibit P**  
**Form of Completion Agreement**

**[see attached]**

## COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT (herein, this “*Agreement*”) is made effective [DATE], 2020, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (together with its successors, assigns, the “*Developer*”), and the **CITY OF MANOR, TEXAS** (the “*City*”).

### RECITALS

WHEREAS, the Developer is the majority owner and developer of lands within the boundary of the Manor Heights Public Improvement District (the “*District*”) established by the City, as more particularly described in **Exhibit A** attached hereto and incorporated by referenced herein (the “*Property*”);

WHEREAS, the Property is subject to that certain *Development Agreement* dated as of November 7, 2018 (as amended, the “*Development Agreement*”);

WHEREAS, pursuant to the Development Agreement, the City and the Developer have agreed to certain terms relating to the construction and funding of certain infrastructure improvements, including but not limited to the MAD4 Roadway (the “*Designated Improvements*”);

WHEREAS, the Developer is a wholly-owned subsidiary of Forestar Group Inc. (“*Forestar Group*”), a publicly traded residential lot development company listed on the New York Stock Exchange under the ticker symbol “FOR”;

WHEREAS, in order to ensure that the Designated Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer has agreed in the Second Amendment to the Development Agreement to enter into this Agreement to provide further assurances to the City that the Designated Improvements will be completed and Developer has the funds to complete the Designated Improvements; and

NOW, THEREFORE, based upon the above recitals and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, the Developer and the City, agree as follows:

**1. INCORPORATION OF RECITALS; CAPITALIZATION.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Development Agreement.

**2. COMPLETION OF AUTHORIZED IMPROVEMENTS.**

(i) In addition to all of the other terms and conditions set forth in the Development Agreement, in order to assure the completion of the Designated Improvements, the Developer agrees, no later than ten (10) business days after written request of the City, to provide evidence to the City (“*Evidence of Available Funds*”) that sufficient funds are available to the Developer to fund the completion of the Designated Improvements. In response to any such request, the

Developer may provide Evidence of Available Funds by timely delivering a letter that directs the City to that portion of Forestar Group's most recent filing with the United States Securities and Exchange Commission (the "**SEC**") stating either that Forestar Group (a) is in compliance with the covenants, limitations and restrictions in its unsecured revolving credit facility, as described in Forestar Group's 2019 Form 10-K annual report filed with the SEC, or (b) maintains cash and equivalents in an amount that equals or exceeds the estimated amount to complete the Designated Improvements.

(ii) The City has no responsibility for and no duty to verify the accuracy of any Evidence of Available Funds submitted pursuant to this Section 2.

**3. DEVELOPER DEFAULT; PROTECTION AGAINST THIRD PARTY INTERFERENCE.**

In the event the Developer does not comply with the terms of this Agreement, the City or its designee shall have the right to seek specific performance from a court of competent jurisdiction in order to ensure the Designated Improvements are completed as soon thereafter as reasonably possible.

**4. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the City and the Developer.

**5. AUTHORIZATION; CONSENT.** The execution of this Agreement has been duly authorized by the City and the Developer, and both the City and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, facsimile or, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested with delivery via email confirming mailing thereof, to the following addresses:

City:

City of Manor  
Attn: City Manager  
105 East Eggleston Street  
Manor, Texas 78653

With copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Developer:

Forestar (USA) Real Estate Group, Inc.  
 Attn: John Maberry & Matt Stark  
 10700 Pecan Park Blvd. Suite 150  
 Austin, Texas 78750

With a copy to:

Metcalfe Wolff Stuart Williams, LLP  
 Attn: Talley J. Williams  
 221 West 6th Street, Suite 1300  
 Austin, Texas 78701

Except as otherwise provided in this Agreement, any mailed notice sent in the manner provided above shall be deemed received three (3) business days after delivery or mailing. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**7. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City, and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation, other than the City and the Developer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the City and the Developer and their respective representatives, successors, and assigns.

**8. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer, and its successors and assigns, subject to Section 15 below.

**9. ASSIGNMENT.** This Agreement may be assigned by Developer to a party who is acquiring all or a majority of the Property owned by Developer provided that the Developer first obtains the prior written approval of the City Council, such consent not to be unreasonably withheld.

**10. CONSTRUCTION OF TERMS; CONFLICT WITH FINANCING AGREEMENT.** Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires. To the extent there is a conflict between the terms of this Agreement and the Development Agreement, the Development

Agreement shall control. To the extent there is a conflict between the terms of this Agreement and the PID Financing Agreement to be entered into covering the District, the PID Financing Agreement shall control.

**11. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Texas.

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**15. COVENANT AND RECORDATION.** The Developer, as the developer and the majority owner of lands within the District at the time of the execution of this Agreement, agrees that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, creating an obligation and one which is binding upon successor owners and assigns. The Developer shall record this Agreement in the Public Records of Travis County, Texas, against the lands owned by the Developer at the time of execution of this Agreement. Once the Developer has completed all the Designated Improvements pursuant to the terms of this Agreement and the Development Agreement, the Developer shall notify the City, the City shall record, in the public records, a release and satisfaction of its obligations under this Agreement (the “**Completion Agreement Release**”). The form of the Completion Agreement Release is attached hereto as Exhibit B. This Agreement, when recorded, shall be binding upon the Developer and the City and their successors and assigns as permitted by this Agreement and upon the Property; **however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-user or unaffiliated homebuilder except for land use and development regulations that apply to such lots.**

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CITY:**

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of the City of Manor, on behalf of the  
City.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

**DEVELOPER:**

**FORESTAR (USA) REAL ESTATE GROUP,  
INC., a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of Forestar (USA) Real Estate Group, Inc., a  
Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653



**EXHIBIT A****METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS  
DESCRIPTION OF A  
3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (181,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180885 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**  
A.A. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10163073 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	060255703	1 OF 2

STENDAHL, ABEL 9/3/2020 10:57 AM K18NA\_SURVEYMANOR HEIGHTS DEVELOPMENT069255703-MANOR HTS PHASE 2.DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

**EXHIBIT B**

**COMPLETION AGREEMENT RELEASE**

The **CITY OF MANOR, TEXAS** (the “*City*”), hereby acknowledges receipt of notification of the completion of the Designated Improvements in accordance with Sections \_ and \_ of the Completion Agreement (the “*Completion Agreement*”) by and between the City and **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (the “*Developer*”).

The Completion Agreement was recorded in the Public Records of Travis County, Texas under Instrument No. \_\_\_\_\_ against the real property more particularly described therein and incorporated by referenced herein.

Developer and its successors and assigns shall have no further obligations, duties or liabilities under the Completion Agreement, the City hereby releases, waives and forever discharges the Developer from all obligations, duties or liabilities of whatever nature arising under or in connection with the Completion Agreement.

**[SIGNATURE PAGE FOLLOWS]**

CITY:

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of the City of Manor, on behalf of the  
City.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

**Schedule I  
Design Guidelines**

**[See attached]**



Front Facades are defined as residential elevations facing a street or park. Facades adjacent to a park with a wall or fence between the façade and park is not a front façade. Both street facing facades on corner lots are considered front facades and must be articulated; continue the siding material palette on both street-facing facades and incorporate architectural elements. The percentage of design elements, materials and detailing are not required to be consistent on both facades.

**Streetscape Variety.** The same elevation can be repeated no more than every fourth Lot. The same elevation cannot be placed on a Lot directly across the street or diagonal from any other plan with the same elevation. No elevations may be repeated on a cul-de-sac having less than six (6) Lots. No color palette may be repeated more than seven times on any block of more than 21 lots.

**Variety of facade articulation.** Front elevations shall have at least two different design features to break the wall plane. The following are examples of the types of design features that meet this requirement:

- Horizontal offsets, recesses or projections, breezeways, porte-cocheres, canopies, ornamental cornices, ornamental and bay windows, vertical “elevation” off-sets, peaked roof forms, arches, architectural details such as tile work or moldings integrated into the façade, integrated planters or wing walls, accent materials, varied roof heights, or similar design features

Front Facades should create visual interest through horizontal and vertical articulation of the building elevation. A variety of textured surfaces and natural materials may be used, particularly at the pedestrian eye-level, with windows and entrances that face the street. Blank walls should be minimized.

## Front Facades



On lots less than 55' in frontage, entries must be one-story scaled entries and either recessed or covered with a porch, canopy, or other shading device. A variety of front door types is required.

Articulated use of details and accent materials should be used at building entries to emphasize human-scale. Building entrances may be marked by porch elements, trellises, canopies, awnings or special roof treatments. Oversized and grandiose archways are discouraged.

# Front Entries



**Materials.** Exterior surface area (all stories) may consist of ledge stone, fieldstone, cast stone, cementitious-fiber planking and board and batten (not panels), painted or tinted stucco and brick. Solid wood planking, decorative cementitious-fiber panels, galvanized metal and other durable materials may be used for accent features. The minimum front facade masonry is 30%, masonry must be stone, brick or stucco.

**Detailing.** Design elements and detailing, including the presence of windows and window treatments, trim detailing and exterior wall materials should be continued around the primary building; the percentage of design elements, materials and detailing may vary from façade to façade to encourage architectural variety and are not required to be consistent.

Residential buildings that back up to a collector street or higher street category shall be limited to one-story height to minimize the visual impact of rear facades being prominently viewed by the public.

## Exteriors of Residential Buildings





A garage door recessed from the face of the front façade that emphasizes the living area of the home from the street is a permitted garage type.



# Front-loaded Garage - Living Area Forward



Garage doors flush with the street-facing façade require design features on the façade that de-emphasizes the visual impact of the garage. At least one of the following is required on a flush garage:

- Integrated trim or banding around the garage door that matches the residential building
- Garage door relief detailing; windows are a preferred element
- An overhead eave or porte-cochere extended above the face of the garage door in front of the garage door face
- Decorative hardware such as hinges, handles, etc.

# Front-loaded Garage - Flush with Facade



Garages projecting in front of the street facing building façade may protrude in front of the building provided that design features are provided on all exposed garage facades to de-emphasize the visual impact of the garage. A projecting garage may be side loaded (garage doors perpendicular to the street). Some combination of the following is required on a projecting garage:

- Extend and integrate the building siding materials on the garage façades
- Integrated trim or banding around the garage door that matches the residential building
- Garage door windows
- Single garage doors
- An architectural roof above the garage, such as a gabled roof

## Front-loaded Garage - Projecting



Stain or paint colors for garage doors shall be compatible with the color palette of the building façade siding or trim of the home to deemphasize the garage door and emphasize the architectural building façade. Detailing and articulation of the garage doors is required.



**General.** Individual or two-car garage doors are permitted. The use of three garage doors is permitted provided at least one of the doors is offset two feet from the other doors. The driveway width at the curb line may be no wider than 17' or the width of a 2-door garage.

## Garage Door Articulation



Simple roof lines are encouraged and can be achieved by including hips, gables, projections (e.g. dormers) and roof form changes in keeping with a selected architectural style. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements.

Pitched roofs shall be clad in 25-year minimum composition shingles or low reflectivity coated metal roofing materials. The materials and colors of canopies, awnings and trellises should be compatible with the roof materials and complement and harmonize with the exterior design of the building.



An overhead eave or porte-cochere may extend above the face of the garage door in front of the garage door face. The overhead eave or the porte-cochere may extend five feet into the building setback line.

## Roofs and Overhead Structures



## MEDIUM DENSITY RESIDENTIAL

All guidelines set forth in in these Design Guidelines apply to this housing type. In addition, the following apply to Medium Density Residential buildings and site design:

### Architectural style

A variety of quality and durable residential buildings within a condominium lot or small lot site must include a variety of architectural features and colors to establish an appealing streetscape character.

### Form and mass

A single, large building mass should be avoided. Building designs should incorporate visually heavier and more massive elements, details or colors at the building base, and visually lighter elements, details or colors above the base. Groups of buildings must have variety of colors. Four-flat and Mansion Home buildings are permitted.

### Long walls and facades

Up to six attached dwellings may be attached in a single row as a group.

### Windows and transparency

All walls and elevations on all floors of attached residential buildings must include windows or doors with glass, except as appropriate to assure privacy for adjacent residents.



### **Building roofs**

On buildings with pitched roofs, the minimum roof pitch is 6:12 on the main structure. On buildings where flat roofs are the predominant roof type, parapet walls should be provided.

### **Mechanical equipment screening**

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited. Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping. Mechanical equipment must be located where their acoustics will minimize disruption to abutting residential dwelling units.

Solar panels and rain collection devices are exempt from mechanical equipment screening standards.



# Medium Density Residential

The PUD shall provide for a collection of privately owned, common open space lots set within the PUD and made available for residential use. Common open space will be designed to (i) serve the recreational needs of the residents (ii) provide places and opportunities for interaction within the community and (iii) provide opportunities for interaction with the natural environment.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Home Owner Association (HOA) or other responsible entity. The HOA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

Any lot designated as common open space shall consist of at least six thousand (6,000) square feet. The area of the common open space lot shall be measured and calculated to the property line of the lot.

Parking for common open space uses within the PUD may be provided with adjacent on-street parking. Off-street parking may also be provided within a common open space lot, at the option of the Developer.

## Common Open Space



A Master Homeowner Association shall be created and maintained for the community, empowered to govern and establish design guidelines, review architectural and landscape designs and enforce regulations and design guidelines. These regulations and guidelines will provide practical design direction which will create a special residential community environment that is consistent with these architectural design guidelines.

Each new residential unit in Manor Heights will be subject to design criteria that will be detailed in design guidelines as referenced in the Declaration of Covenants, Conditions, and Restrictions (CCRs) to be established by Owner and enforced by the Architectural Review Committee (ARC) which will be created pursuant to the CCRs.

House plans submitted to The City shall be stamped or indicated by letter of transmittal (or similar language) that architectural review committee (ARC) has reviewed and approved the house plans as complying with the PUD Design Requirements for City Review.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Scott Dunlop, Assistant Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on an ordinance rezoning 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).

*Applicant: Kimley-Horn & Associates*

*Owner: 9 Sunny Partners, LP*

**BACKGROUND/SUMMARY:**

This property is located mid-way along Hill Lane and is the last property on that road in the city limits. Past this property is Austin’s ETJ and Manor Downs. This property is currently zoned C-1 Light Commercial but due to its location there is likely to be very little pass-by traffic to support the retail uses permitted in C-1, so destination or residential uses are more suitable.

The Planning and Zoning Commission voted 4-1 to recommend approval.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Ordinance
- Letter of Intent
- Rezoning Map
- Thoroughfare Plan of area

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning request for 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).

**PLANNING & ZONING COMMISSION:**    **X**    **Recommend Approval**                      **Disapproval**                      **None**

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY 15 (MF-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

**Whereas**, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

**Whereas**, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Multi-Family 15 (MF-1). The Property is accordingly hereby rezoned to Multi-Family 15 (MF-1).

**Section 4. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

**PASSED AND APPROVED FIRST READING** on this the 21<sup>st</sup> day of October 2020.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of November 2020.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Larry Wallace Jr.,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**EXHIBIT "A"**

Property Address:  
9910 Hill Lane, Manor, Texas 78653

## Property Legal Description:

Field notes for 24.811 acres, more or less, of land out of the Sumner Bacon Survey No. 62, Travis County, Texas, called 24.81 acres by deed to Fred Akers recorded in Document No. 2004002724, Travis County Official Public Records, said 24.811 acres being described by metes and bounds as follows:

## Metes and Bounds:

BEGINNING at a ½" steel pin found at a fence corner at the northwest corner of said 24.81, also the northwest corner of a 25.08 acre tract conveyed to Manor Downs by deed recorded in Volume 10884, Page 862, Travis County Deed Records, also the southwest corner of a 65.00 acre tract conveyed to Manor I.S.D. by deed recorded in Document No. 200144922, Travis County Official Public Records, for the northwest corner thereof;

THENCE with the south line of said 65.00 acres and the north line of said 24.81 acres, generally following a fence, these 2 courses:

1. S69° 02' 19" E 808.00 feet to a ½" steel pin found for angle point,
2. S67° 28' 33" E 11.21 feet to a ½" steel pin found 1.8 feet west of a side fence, at the northwest corner of a 24.783 acre tract conveyed to John McCarthy by deed recorded in Volume 13327, Page 702, Travis County Deed Records and the northeast corner of said 24.81 acres, for the northeast corner thereof;

THENCE S30° 15' 00" W 1393.05 feet with the west line of said 24.783 acres and the east line of said 24.81 acres, generally following a fence, to a ½" steel pin near the end of the fence, in the north ROW line of Hill Lane, for the southeast corner thereof;

THENCE with the north ROW line of Hill Lane the following 2 courses:

1. N56° 47' 09" W 2.46 feet to a ½" steel pin found for an angle point,
2. N60° 04' 35" W 815.50 feet to a ½" steel pin found near the end of a fence, at the southeast corner of said 25.08 acres and the southwest corner of said 24.81 acres, for the southwest corner thereof;

THENCE N30° 40' 37" E 1265.65 feet with the east line of said 25.08 acres and the west line of said 24.81 acres, generally following a fence, to the POINT OF BEGINNING, containing 24.811 acres of land, more or less.

September 11, 2020

City of Manor  
Attn: Scott Dunlop  
105 E. Eggleston St.  
Manor, Texas 78653

**Re: Manor Downs Rezoning  
Rezoning – Letter of Intent  
9910 Hill Lane  
Manor, Texas 78653**

To Whom It May Concern:

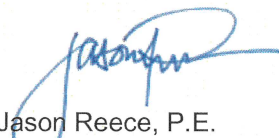
Please accept this Summary Letter for the above referenced project. The proposed Manor Downs development is located at 9910 Hill Lane, Manor, Texas, Travis County. The existing property is comprised of two individual tracts that encompasses approximately 24.811 acres of undeveloped property. The larger tract fronts the north side of Hill Lane and the small tract lies entirely within the larger tract. Both are located at the western boundary of the City's Limits.

The proposed development intends to construct multi-family housing. The two tracts are currently zoned C-1 and after discussions with City of Manor staff, rezoning to a MF-1 zoning would be supported as the current vehicular traffic makes it difficult to support a C-1 zoning and the planned classification of Hill Lane would only allow it to be a primary collector roadway.

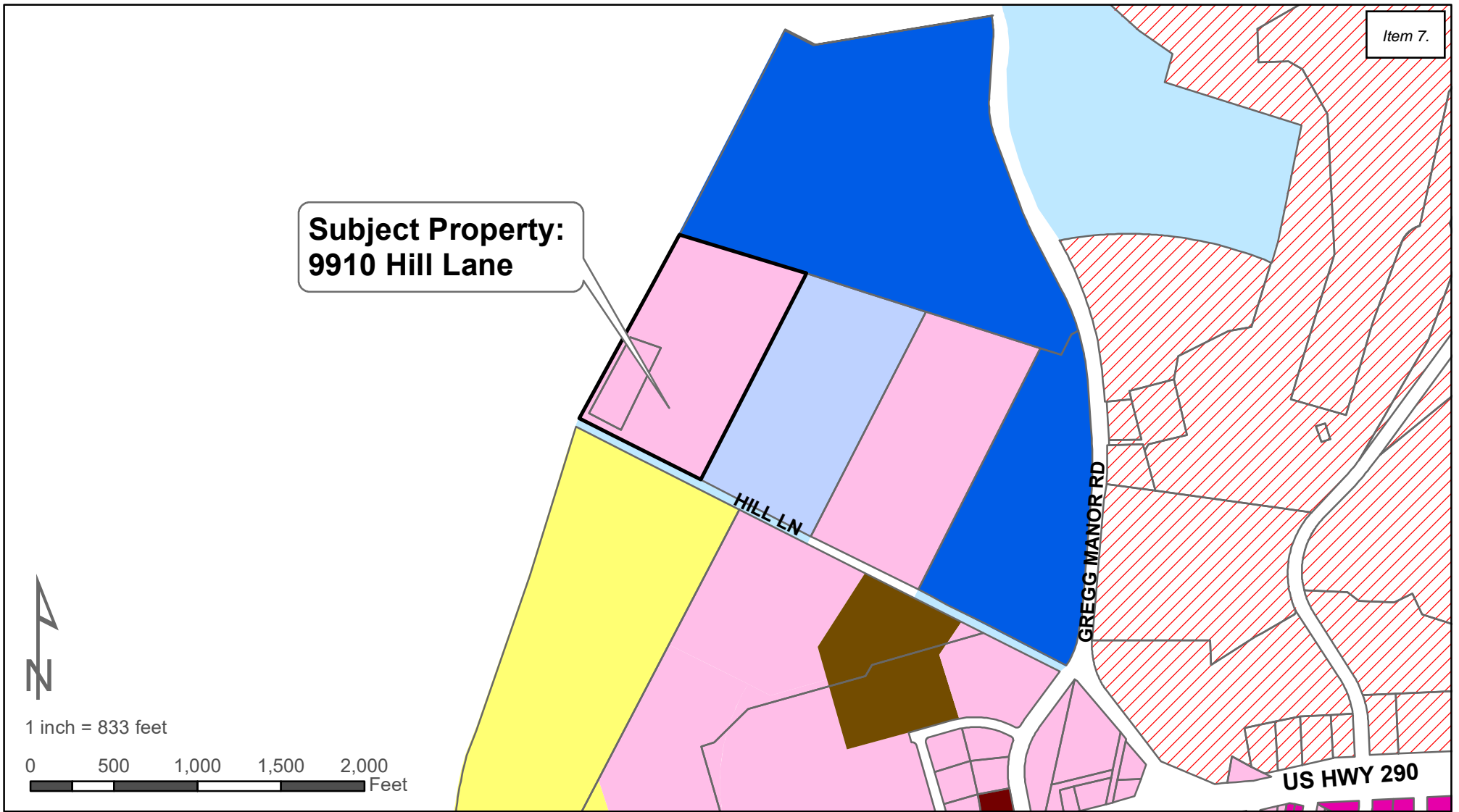
If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jason Reece, P.E.  
Project Manager



**Subject Property:  
9910 Hill Lane**

Item 7.



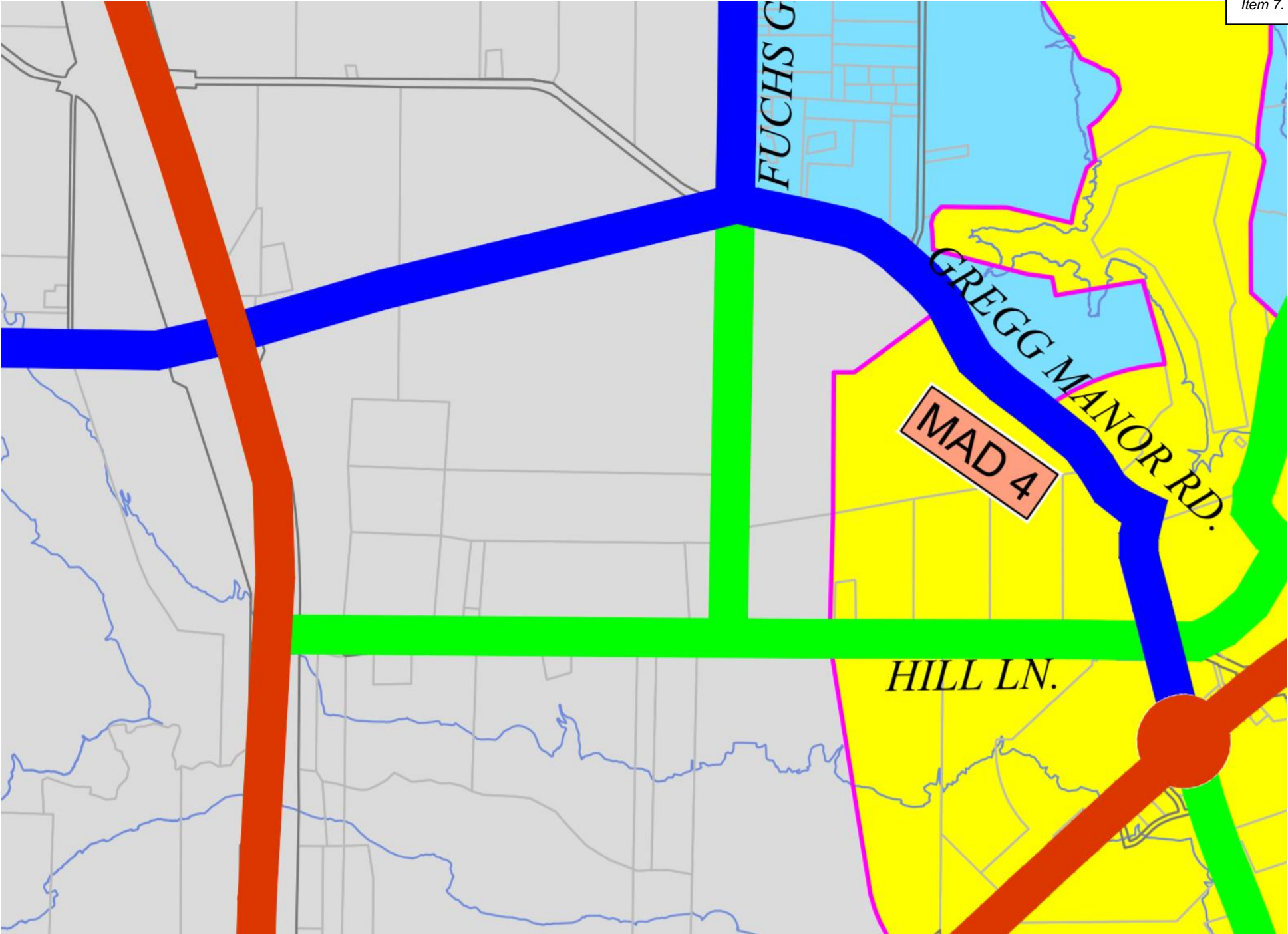
1 inch = 833 feet  
0 500 1,000 1,500 2,000 Feet



# Proposed Zoning: Multi-Family 15 (MF-1)

*Current Zoning:  
Light Commercial (C-1)*

Zone					
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	MF-2 - Multi-Family 25		C-1 - Light Commercial		IN-2 - Heavy Industrial
	MH-1 - Manufactured Home		C-2 - Medium Commercial		PUD - Planned Unit Development
					ETJ



AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Scott Dunlop, Assistant Development Services Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action upon a Concept Plan for Presidential Glen Commercial Subdivision, three (3) lots on 5.4 acres, more or less, and being located at 13600 US Hwy 290 E., Manor, TX.  
*Applicant: Kimley-Horn & Associates*  
*Owner: West Elgin Development Corporation*

**BACKGROUND/SUMMARY:**

This property is located at the intersection of US Hwy 290 and Paseo de Presidente at the 290 entrance to Presidential Glen. They are dividing the 5.4-acre commercial tract into 3 lots of 1.4 acres, 1.6 acres, and 2.4 acres. This plan has been approved by our engineers.

The Planning and Zoning Commission voted 5-0 to recommend approval.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Concept Plan
- Engineer Comments
- Engineer Response
- Conformance Letter

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve a Concept Plan for Presidential Glen Commercial Subdivision, three (3) lots on 5.4 acres, more or less, and being located at 13600 US Hwy 290 E., Manor, TX.

**PLANNING & ZONING COMMISSION:**    X    Recommend Approval                      Disapproval                      None



Plotted By: Walker, Jordan (Austin) Date: August 24, 2020 01:32:17pm File Path: K:\AUS\_Civil\069241744-Presidential Glen Commercial - Concept Plan.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**PROJECT NAME:** PRESIDENTIAL GLEN COMMERCIAL PHASE 1  
**SITE ADDRESS:** NW CORNER OF THE INTERSECTION OF HWY 290 AND PASEO DE PRESIDENTE BLVD

**RECORD OWNER/DEVELOPER:**  
 WEST ELGIN DEVELOPMENT CORPORATION  
 9900 HWY 290 EAST  
 MANOR, TX 78653

**ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10814 JOLLYVILLE ROAD  
 BUILDING 4, SUITE 200  
 AUSTIN, TEXAS 78759  
 CONTACT: KEVIN J. BURKS, P.E.  
 PH. 512-418-1771

**SURVEYOR:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 601 NW LOOP 410  
 SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-307-4356

**PREPARED ON:**  
 JUNE 29, 2020

**CURRENT ZONING:**  
 C-2

**WATERSHED STATUS:**  
 THIS SITE IS LOCATED IN THE  
 WILBARGER CREEK WATERSHED.

**FLOODPLAIN INFORMATION:**  
 NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF  
 THE 100 YR. FLOODPLAIN AS SHOWN ON THE FLOOD  
 INSURANCE RATE MAP COMMUNITY PANEL NO. 48453CO485J,  
 DATED AUGUST 18, 2014.

**LEGAL DESCRIPTION:**  
 BEING LOT 1 OF BLOCK KK WITHIN PRESIDENTIAL GLEN  
 PHASE 1A, SITUATED IN TRAVIS COUNTY, TEXAS.

**TRAFFIC**

Land Use	TRAFFIC VOLUMES					
	ITE Land Use Code	Size	Units	Daily Trips	AM Trips	PM Trips
Shopping Center	820	26,000	Sq Ft	2,406	165	201
Fast-Food Restaurant w/ D.T.	934	8,000	Sq Ft	3,768	322	261
<b>Total Project Trips</b>				<b>6,174</b>	<b>487</b>	<b>462</b>

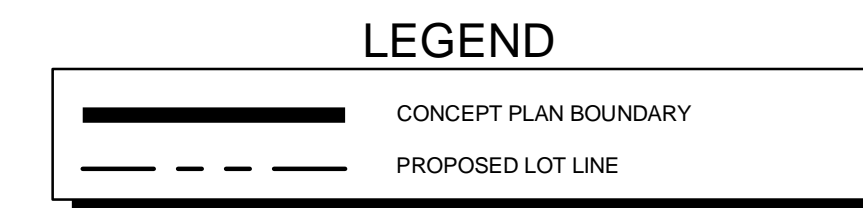
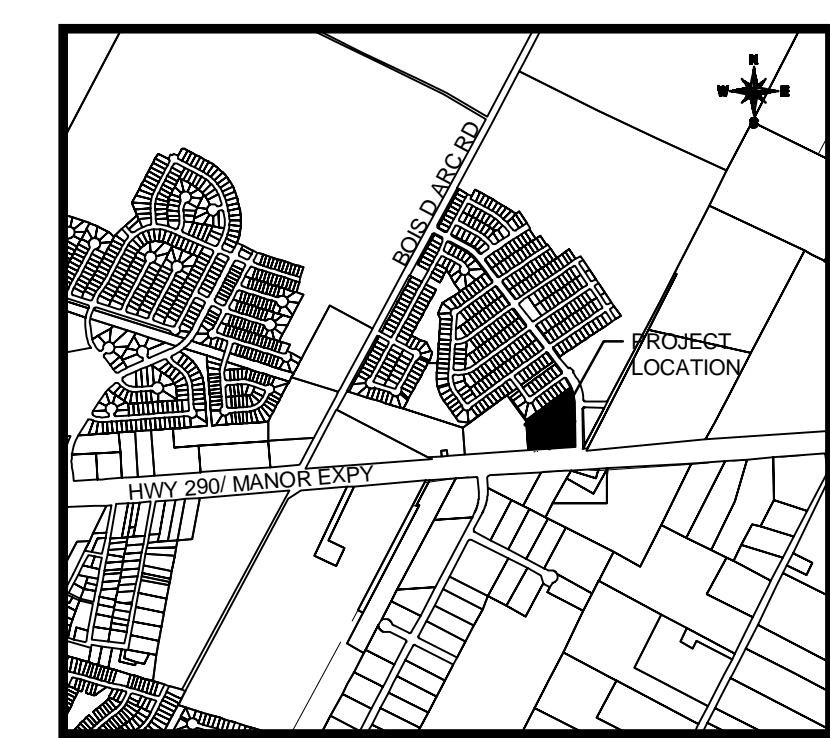
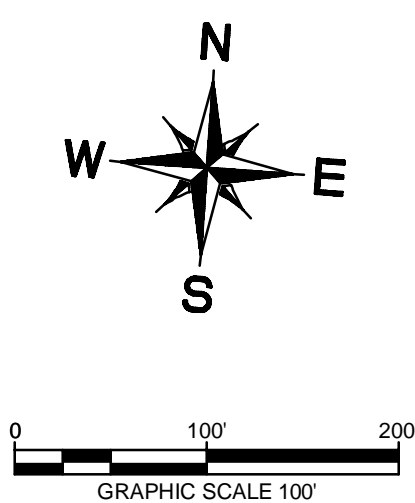
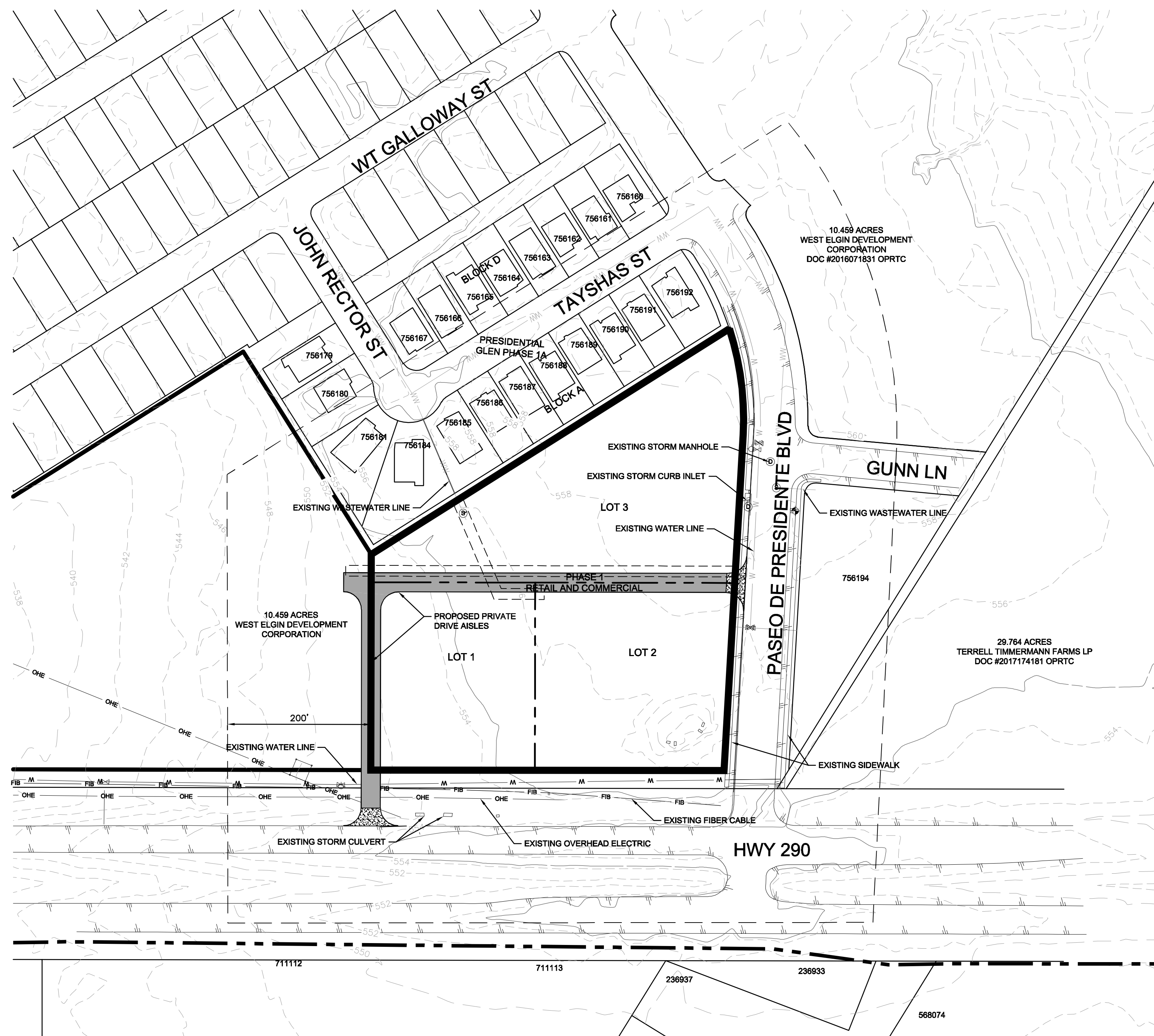
**UTILITY DEMAND (LIVING UNIT EQUIVALENT)**

LUE BREAKDOWN		
LOT #	ACRES	LUES
1	1.4	11
2	1.6	18
3	2.4	28

**LAND USE AND PHASING**

LAND USE AND PHASING TABLE				
PHASE	LOT	ACREAGE	LAND USE	ANTICIPATED TIMING
1	1	1.38	COMMERCIAL*	2021
2	2	1.63	COMMERCIAL*	2023
3	3	2.37	COMMERCIAL*	2025

\*THE LAND USE AS INDICATED ABOVE IS ALLOWED BY THE  
 CURRENT ZONING ON THE PROPERTY AND IS CONSISTENT  
 WITH THE CITY'S MASTER PLAN



**CITY OF MANOR ACKNOWLEDGEMENTS**

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE  
 PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS,  
 AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON  
 THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 CHAIRPERSON CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF  
 MANOR ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 20\_\_ A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 HONORABLE MAYOR CITY SECRETARY  
 MAYOR OF THE CITY OF MANOR, TEXAS



Texas Engineering Firm #4242

Date: Tuesday, August 4, 2020

Kevin Burks

kevin.burks@kimley-horn.com

Permit Number 2020-P-1258-CP

Job Address: Presidential Glen Commercial Lot 1 Concept Plan, Manor, TX. 78653

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Dear Kevin Burks,

The first submittal of the Presidential Glen Commercial Lot 1 Concept Plan (*Concept Plan*) submitted by and received on August 25, 2020, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### **Engineer Review**

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@jaeco.net.

1. Proposed major categories of land use by acreage showing compatibility of land use with the Master Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(7).
2. Significant drainage features and structures including any regulatory one hundred (100) year flood plains should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(11).
3. Significant features on or within two hundred (200) feet of the property, such as railroads, roads, buildings, utilities and drainage structures should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(12).
4. The approximate boundaries and anticipated timing of proposed phases of development and uses should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(13).
5. A proposed phasing plan for the development should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(16).

8/4/2020 10:41:41 AM  
Presidential Glen Commercial Lot 1 Concept Plan  
2020-P-1258-CP  
Page 2

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA



KHA Project No. 069275306

August 24, 2020

Pauline Gray, P.E.  
Jay Engineering Company, Inc.  
P.O. Box 1220  
Leander, TX 78646

**RE: *Presidential Glen Commercial Lot 1 Concept Plan  
Second Submittal  
Permit Number 2020-P-1258-CP***

Dear Pauline:

Please accept this Comment Response Letter in reply to the City of Austin's review of plans for the above referenced project, dated August 4, 2020. Original comments have been included for reference. All Kimley-Horn responses are listed in **blue**.

1. Proposed major categories of land use by acreage showing compatibility of land use with the Master Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(7).

***Response: A table indicating zoning and land use acreage that shows compatibility with the Master Plan has been added to the concept plan.***

2. Significant drainage features and structures including any regulatory one hundred (100) year flood plains should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(11).

***Response: No regulatory one hundred-year floodplains are present on or adjacent to the site of development and a note indicating such is on the left side of the concept plan. All drainage features and structures have been indicated on the concept plan.***

3. Significant features on or within two hundred (200) feet of the property, such as railroads, roads, buildings, utilities and drainage structures should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(12).

***Response: Significant features, including roads, buildings, utilities, and drainage structures, have now been indicated on the concept plan.***

4. The approximate boundaries and anticipated timing of proposed phases of development and uses should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(13).

***Response: The phases, phase boundaries, and timeline has been indicated in a table on the left side of the concept plan.***

5. A proposed phasing plan for the development should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(16).

*Response: Proposed phasing is now shown and indicated on the concept plan in table form on the left side.*

Should you have questions or require additional information, please feel free to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Kevin Burks, P.E.  
Project Manager  
512-418-4528  
Kevin.burks@kimley-horn.com



Texas Engineering Firm #4242

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Date: Monday, September 14, 2020

Kevin Burks

kevin.burks@kimley-horn.com

Permit Number 2020-P-1258-CP

Job Address: Presidential Glen Commercial Lot 1 Concept Plan, Manor 78653

Dear Kevin Burks,

We have conducted a review of the concept plan for the above-referenced project, submitted by Kevin Burks and received by our office on August 25, 2020, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA



AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Thomas Bolt, City Manager  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to waive Chapter 10, Exhibit A, Article II, Section 22(d)(1)(i) to waive payment of all applicable application fees for Shadowview Commercial Section 3 Preliminary Plans project number 2020-P-1271-PP.

*Applicant: Kimley-Horn & Associates*

*Owner: Shadowglen Development Corporation*

### BACKGROUND/SUMMARY:

This project is the Hill Lane extension. The previously submitted plans were approved for 2 years, then extended for a year, then since no work commenced on the project the plans expired. The developer has since refiled the plans and has requested the fees be waived since they were paid under the original submittal. The application fee for this project is \$1,890.00. They will likely be seeking fee waivers for the construction plans and final plat when those are submitted.

**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Fee Waiver Request

### STAFF RECOMMENDATION:

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**





October 8, 2020

Scott Dunlop  
Development Services Assistant Director  
City of Manor

RE: Shadowview Section 3 – Preliminary Plat Submittal Fee

Mr. Dunlop,

As discussed, Thursday October 1<sup>st</sup> with staff and developer team, the Preliminary Plat for the above referenced project was submitted Friday September 25<sup>th</sup>. A submittal invoice was provided Wednesday September 25<sup>th</sup> in the amount of \$1,890.

Considering the developer has requested an agenda item with City Council to waive submittal fees for this project due to fees being paid prior to expiration of subdivision application we formally request the Preliminary Plat application to start without application fee payment till a decision by City Council. The developer understands that a staff recommendation letter will not be provided till this item is resolved.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Brett Burke".

Brett Burke.  
Project Manager

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Samuel D. Kiger, P.E.  
**DEPARTMENT:** City Engineer

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the Purchase Contract with Chau Dinh and Anh Kim Pham for a wastewater easement with temporary construction easement.

### BACKGROUND/SUMMARY:

The 25' wastewater easement and 25' temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. The City is agreeing to \$9,750 monetary compensation for the easements.

The expenditure for the purchase contract is within the recommended offers established based on the Travis County Appraisal District property values.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** No, Costs are covered by the developer per the terms of the DA  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- *Purchase Contract*

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the purchase contract with Chau Dinh and Anh Kim Pham for a wastewater easement with temporary construction easement.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**

---

**CITY OF MANOR PURCHASE CONTRACT**

**THE STATE OF TEXAS**

**COUNTY OF TRAVIS**

**THIS CONTRACT WITNESSETH** that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged agree to grant a Wastewater Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

**TOTAL PRICE: \$9,750.00** shall be paid by the City for the easement property rights to such property and for which no lien or encumbrance expressed or implied, is retained, as follows:

Initial payment of \$2,500.00 shall be paid to Owner upon receipt of the executed Wastewater Easement (Exhibit B below), together with sketch outlined above as Exhibit "A" and recorded.

Upon City's receipt of the final field notes description, agreed and approved by Owner, the sketch will be replaced with the final field notes and re-recorded. Thereafter, the Owner shall receive the remaining Seven Thousand Two Hundred Fifty Dollars (\$7,250.00).

Owner agrees to convey to the City easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, together with the executed Wastewater Easement with sketch, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Wastewater Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Easement for the above-described property at no expense to the Owner.

CD, KP

The City agrees to pay to Owner, upon delivery of the final, properly executed Wastewater Easement instrument with field notes description, the remaining above-stated amount or the proportionate part of that price for whatever interest Owner may have. The validity of this contract is contingent upon City Management approval.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10<sup>th</sup> anniversary of the date of acquisition; and (2) the repurchase price shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said permanent and temporary easement rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

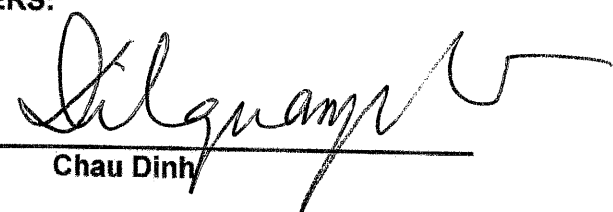
**TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:**

**BUYER: THE CITY OF MANOR,  
a Texas municipal corporation**


Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Larry Wallace, Jr., Mayor

Date: 10-12-2020

**SELLERS:**  
By:   
Chau Dinh

Date: 10-12-2020

By:   
Anh Kim Pham

Project: Cottonwood Creek Wastewater and Collection System Improvements  
Parcel No.: 16  
TCAD No.: 845560

CD, KP

**JOINDER BY TENANT**

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Print Leaseholder's Name**

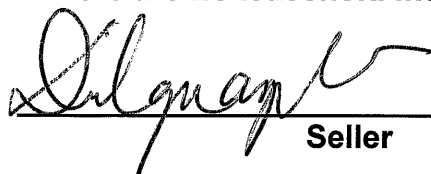
By: \_\_\_\_\_  
**(Signature)**

**Print Name:**  
\_\_\_\_\_

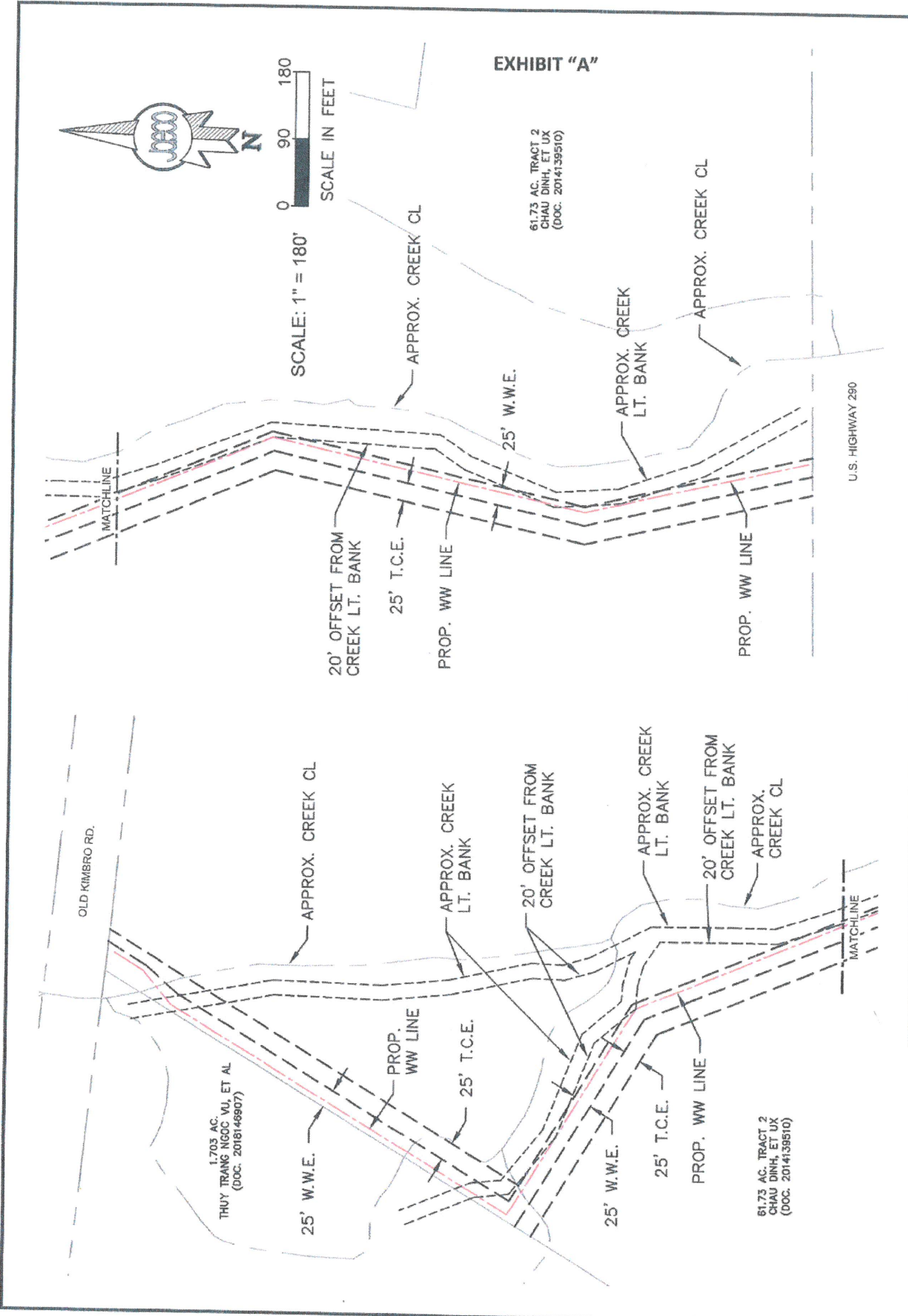
**Address:**  
\_\_\_\_\_  
\_\_\_\_\_

**Phone No.:** (\_\_\_\_\_) \_\_\_\_\_

**If there are no leasehold interests, written or verbal, please sign here.**

  
\_\_\_\_\_  
**Seller**

10-12-2020  
\_\_\_\_\_  
**Date**



W.W.E. = WASTEWATER EASEMENT  
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

**JAY ENGINEERING COMPANY, INC.**  
 P.O. Box 1220  
 Leander, TX 78646  
 Tel: (512) 259-3882  
 Fax: (512) 259-8016  
 Texas Registered Engineering Firm F-4780

**ENGINEER**  
 SAMUEL D. KIGER, P.E.

CITY OF MANOR  
**EASEMENT LAYOUT EXHIBIT**

DRAWN BY	DATE	PROJECT NO.	SHEET NO.
VDI	07/27/20	100-070-29	01 OF 01

CD, KP

FILED DATE: 7/27/2020 4:01 PM Manor\1005070\Improvements\Exh-Misc-Files\DWG\EXH-100070-WW & TCE ESMT\_07-27-20.dwg

WASTEWATER EASEMENT

COPY

DATE: \_\_\_\_\_, 2020

GRANTOR: **Chau Dinh and Anh Kim Pham**

GRANTOR'S MAILING ADDRESS (including County):  
**1201 Porterfield Drive, Austin, Travis County, Texas 78753-1617**

GRANTEE: **CITY OF MANOR, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):  
**105 E. Eggleston Street, Manor, Travis County, Texas 78653**

LIENHOLDER: \_\_\_\_\_

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A twenty-five foot (25') wide wastewater easement, more or less, located in Travis County, Texas, said easement being more fully described and/or depicted on the sketch in Exhibit "A" attached hereto and made a part hereof for all purposes.

**GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and the supplying of sanitary sewer or other such utility services in, upon, under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached hereto (the "Wastewater Easement").

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

COPY

2. Grantor may place and install fill on the Property, provided that the amount of fill placed and installed on the Property does not cause the Facilities to be located at a depth greater than twenty-five feet (25') below the surface of the Property. In the event Grantor installs fill, Grantor will be responsible for adjustment of manholes to new finished grade levels and coating of the new manhole sections, in accordance with City Standards and Ordinance requirements. Any fill activities must be permitted per City Ordinances.
3. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
4. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

#### TEMPORARY CONSTRUCTION EASEMENT

Grantor also grants to Grantee, its successors and assigns, a temporary work and construction easement for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of wastewater lines, piping, pumps, and other facilities necessary for the transmission of wastewater or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A twenty-five foot (25') wide temporary work and construction easement, more or less located in Travis County, Texas, and being more particularly described and/or depicted on the sketch in Exhibit "A" attached hereto and incorporated herein for all purposes;

together with the right and privilege at any and all times, while this temporary work and construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this temporary work and construction easement shall terminate and expire.

The covenants and terms of this Temporary Construction Easement and Wastewater Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE**'s successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto



GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

COPY

\_\_\_\_\_  
Chau Dinh

COPY

\_\_\_\_\_  
Anh Kim Pham

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Chau Dinh for the purposes and consideration recited herein.

COPY

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Anh Kim Pham for the purposes and consideration recited herein.

COPY

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

**ACCEPTED:**

**GRANTEE:** City of Manor, a Texas Municipal corporation

COPY

By: \_\_\_\_\_

Dr. Larry Wallace Jr., Mayor

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

§  
§  
§  
§  
§  
§  
**COPY**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**COPY**  
 \_\_\_\_\_  
 Notary Public - State of Texas

**Project Name:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel Nos.:** 16  
**TCAD No.:** 845560

**AFTER RECORDING RETURN TO:**  
 City of Manor  
 105 E. Eggleston  
 Manor, Texas 78653

COPY

**CONSENT OF LIENHOLDER**

**THE UNDERSIGNED**, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust, dated June 13, 2014, recorded in Document No. 2014086716 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

**NAME OF LIENHOLDER:**

By: \_\_\_\_\_  
Lee J. Marsalise  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Lee J. Marsalise for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public - State of Texas

**Project Name:** Cottonwood Creek Wastewater Collection System Improvements  
**Parcel Nos.:** 16  
**TCAD No.:** 845560

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653

AGENDA ITEM NO. \_\_\_\_\_



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Samuel D. Kiger, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the Purchase Contract with John Gebauer Jr. and Patricia A. Gebauer for a special warranty deed with temporary construction easement.

**BACKGROUND/SUMMARY:**

The property will be used as right-of-way needed for the widening of Old Kimbro Road. The City is agreeing to \$4,039 monetary compensation for the fee simple and temporary easement.

The expenditure is based on an actual appraisal prepared for the City by a third party.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** No, Costs are covered by the developer per the terms of the DA  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- *Purchase Contract*

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve the purchase contract with John Gebauer Jr. and Patricia A. Gebauer for a special warranty deed with temporary construction easement.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**

## CITY OF MANOR PURCHASE CONTRACT

**THE STATE OF TEXAS**

**COUNTY OF TRAVIS**

**THIS CONTRACT WITNESSETH** that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A" and "B"**, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

**TOTAL PRICE: \$4,039.00** shall be paid by the City for the fee simple and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "C" and "D"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed and Temporary Construction Easement instruments, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBIT“E”**.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10<sup>th</sup> anniversary of the date of acquisition; and (2) the repurchase price shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said fee simple and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

**TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:**

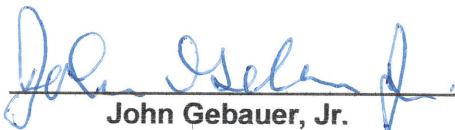
**BUYER: THE CITY OF MANOR,  
a Texas municipal corporation**

Date: \_\_\_\_\_

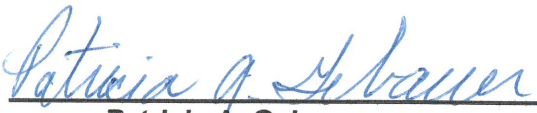
By: \_\_\_\_\_  
**Dr. Larry Wallace, Jr., Mayor**

**SELLER:**

Date: 10/13/20-20

  
\_\_\_\_\_  
**John Gebauer, Jr.**

Date: 10/13/2020

  
\_\_\_\_\_  
**Patricia A. Gebauer**

Project Name: Old Kimbro Road  
Parcel No.: 4  
TCAD Tax ID: 460362

**JOINDER BY TENANT**

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A" and "B"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Print Leaseholder's Name**

By: \_\_\_\_\_  
**(Signature)**

**Print Name:**  
\_\_\_\_\_

**Address:**  
\_\_\_\_\_  
\_\_\_\_\_

**Phone No.:** (\_\_\_\_\_) \_\_\_\_\_

**If there are no leasehold interests, written or verbal, please sign here.**

\_\_\_\_\_  
**Seller**

\_\_\_\_\_  
**Date**



219 SQUARE FEET  
RIGHT-OF-WAY DEDICATION  
JOHN GEBAUER, JR.

DESCRIPTION OF A 219 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 2.317 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN GEBAUER, JR. IN VOLUME 13391, PAGE 3186, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 219 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** a 1/2" iron rod found in the northwesterly line of Old Kimbro Road (R.O.W. varies) at the most easterly or northeast corner a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, for the most southerly or southeast corner of said 2.317 Acre Tract and the herein described tract;


**THENCE** N62°40'08"W, with the common line of said 4.00 Acre Tract and said 2.317 Acre Tract a distance of 7.82 feet to a calculated point for the most westerly or southwest corner of the herein described tract;

**THENCE** over and across said 2.317 Acre Tract, along a curve to the right having a radius of 1157.00 feet, an arc length of 53.57 feet, and a chord which bears N34°51'09"E, a distance of 53.57 feet to a calculated point in the northwesterly line of said Old Kimbro Road, for the most northerly corner of the herein described tract, from which a 1/2" iron rod found in the northwesterly line of said Old Kimbro Road at the common easterly corner of Lot 1, Block A, Benitez Subdivision, a subdivision of record in Document No. 200300279, Official Public Records of Travis County, Texas and said 2.317 Acre Tract bears N26°27'45"E, a distance of 209.73 feet;

**THENCE** S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 2.317 Acre Tract, a distance of 53.11 feet to the **POINT OF BEGINNING**, containing an area of 219 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230\_GR-ROW4-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

  
Phillip L. McLaughlin 06-16-20  
Registered Professional Land Surveyor  
State of Texas No. 5300

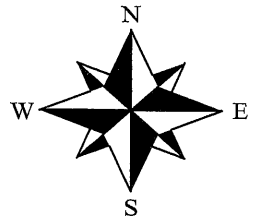




**EXHIBIT "A"**  
Page 2 of 2

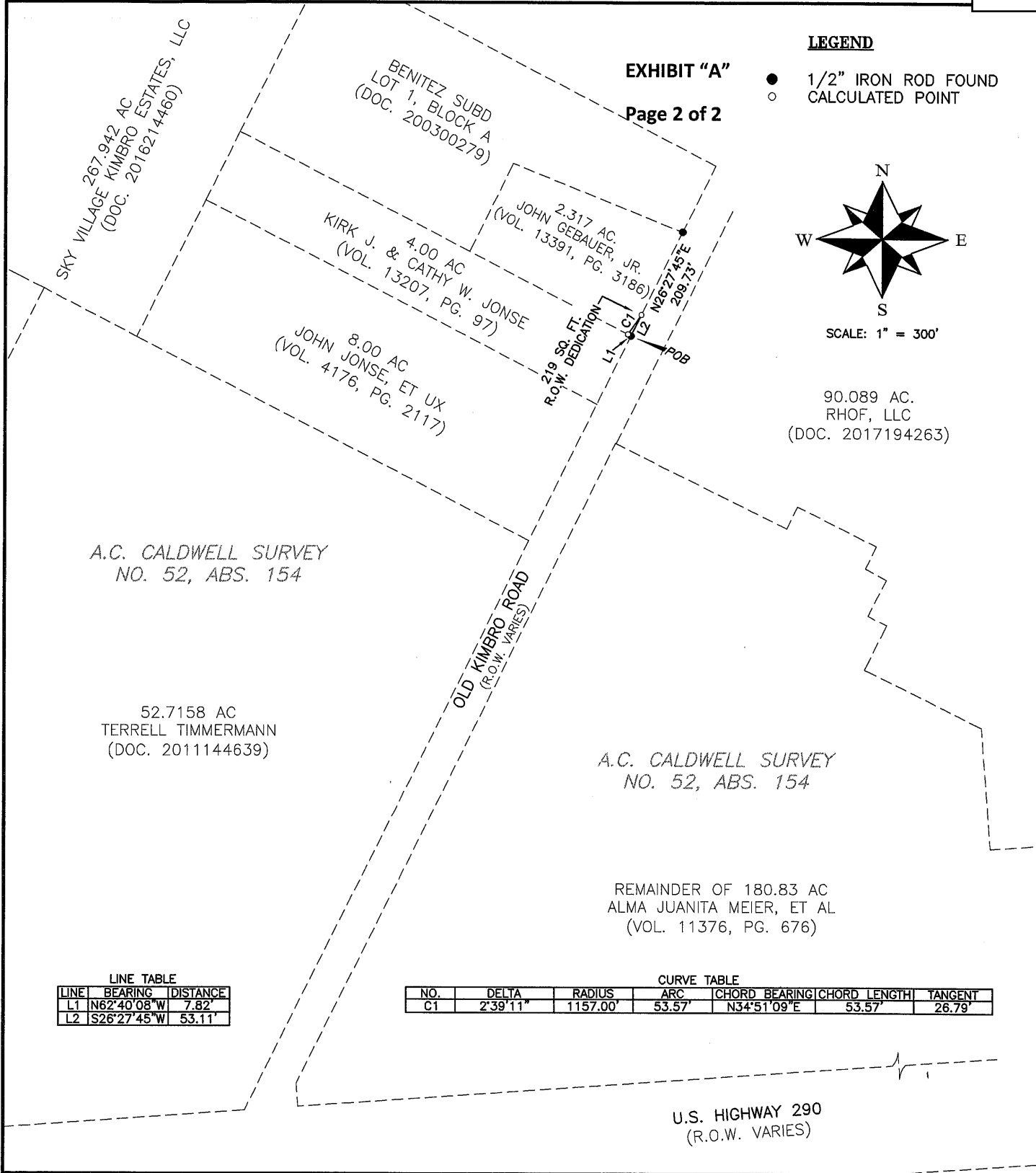
**LEGEND**

- 1/2" IRON ROD FOUND
- CALCULATED POINT



SCALE: 1" = 300'

90.089 AC.  
RHOF, LLC  
(DOC. 2017194263)



A.C. CALDWELL SURVEY  
NO. 52, ABS. 154

52.7158 AC  
TERRELL TIMMERMANN  
(DOC. 2011144639)

A.C. CALDWELL SURVEY  
NO. 52, ABS. 154

REMAINDER OF 180.83 AC  
ALMA JUANITA MEIER, ET AL  
(VOL. 11376, PG. 676)

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N62°40'08"W	7.82'
L2	S26°27'45"W	53.11'

**CURVE TABLE**

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	2°39'11"	1157.00'	53.57'	N34°51'09"E	53.57'	26.79'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230\_GR-R0W4-MB  
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET

1	1
---	---

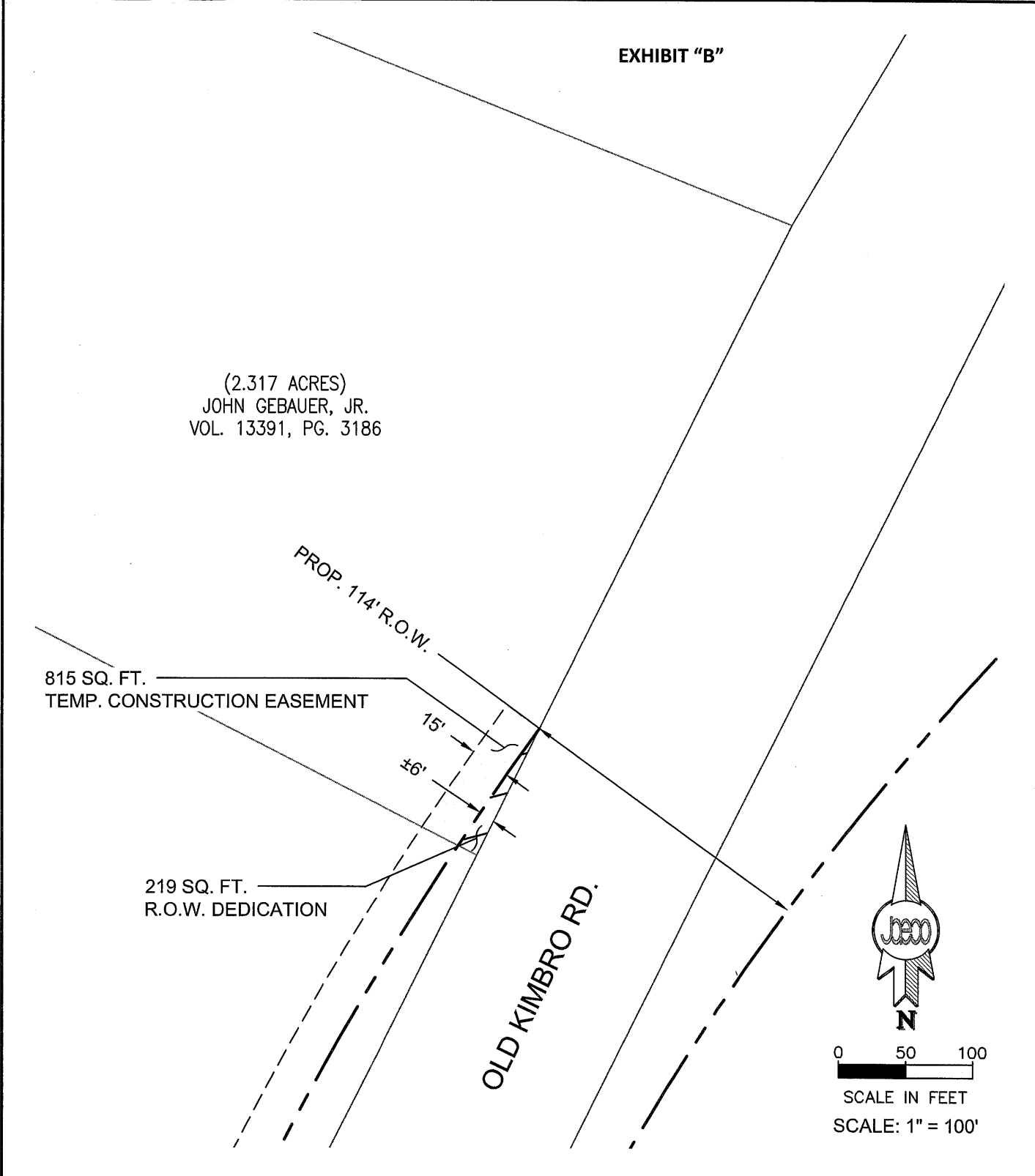
EXHIBIT

PLOTTING SCALE: 1" = 300'  
DRAWN BY: PMC  
REVIEWED BY: DRS  
PROJECT NO: 18280  
FILE: L:\20230\_GR-BASE  
DATE: JUNE 16, 2020

219 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 2.317 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN GEBAUER, JR. IN VOLUME 13391, PAGE 3186, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

**G&R**  
SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000

PLOT DATE: 6/19/2020 9:13 AM  
 USER: Vibarra  
 FILE: D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\J-100-070-20\_ROW-ACQUISITION-EXH\_06-19-20.dwg



<b>JAY ENGINEERING COMPANY, INC.</b> P.O. Box 1220 Leander, TX 78646 Tel. (512) 259-3882 Fax (512) 259-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION <b>RIGHT-OF-WAY TRACT NO. 4 EXHIBIT</b>		
<b>ENGINEER</b> SAMUEL D. KIGER, P.E.	<b>DRAWN BY</b> VDI	<b>DATE</b> 06/19/20	<b>PROJECT NO.</b> 100-070-29	<b>SHEET NO.</b> 5 OF 6

SPECIAL WARRANTY DEED  
DEDICATION OF RIGHT-OF-WAY

EXHIBIT "C"

Page 1 of 2

COPY

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

That John Gebauer, Jr. and wife, Patricia A. Gebauer, 13330 Old Kimbro Road, Manor, Texas 78653-4511, hereinafter called "Grantor," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "Grantee", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 219 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Manor, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_ 2020.

GRANTOR:

COPY

COPY

John Gebauer, Jr.

Patricia A. Gebauer

STATE OF TEXAS §  
COUNTY OF TRAVIS §

COPY

EXHIBIT "C"  
Page 2 of 2

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John Gebauer, Jr. and wife, Patricia A. Gebauer for the purposes and consideration recited herein.

COPY

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

COPY

\_\_\_\_\_  
Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COPY

\_\_\_\_\_  
Notary Public-State of Texas

Project: Old Kimbro Road  
Parcel No.: 4  
TCAD Parcel No.: 460362

AFTER RECORDING PLEASE RETURN TO:  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "D"

Page 1 of 3

STATE OF TEXAS

COUNTY OF TRAVIS

§ COPY § § §

John Gebauer, Jr. and wife, Patricia A. Gebauer, 13330 Old Kimbro Road, Manor, Texas 78653-4511 (called "Grantors" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "Grantee"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "Project") in, upon, and across the following described land:

All that parcel of land, containing 815 square feet, more or less, situated in Travis County, Texas depicted in Exhibit "A" attached and incorporated for all purposes, (called "Temporary Construction Easement").

TO HAVE AND TO HOLD the same during the Project construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the Project construction period to enter all or part of the Temporary Construction Easement, which will provide working space to construct the Project. Provided, however, that the City of Manor, after completing and accepting the Project, must restore the surface of the Temporary Construction Easement to a similar or better condition than existed before the Project was undertaken.

This Temporary Construction Easement becomes effective on the start of construction of Project on Grantor's land and expires upon completion of the installation of the Project, but in no event later than six (6) months from the start of construction on Grantor's land. This Temporary Construction Easement automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

COPY

Executed on \_\_\_\_\_, 2020.

GRANTOR:

EXHIBIT "D"

Page 2 of 3

COPY

COPY

John Gebauer, Jr.

COPY

Patricia A. Gebauer

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by John Gebauer, Jr. and wife, Patricia A. Gebauer for the purposes and consideration recited herein.

COPY

Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS:

COPY

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §

EXHIBIT "D"

COUNTY OF TRAVIS §

COPY

Page 3 of 3

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

(SEAL)

COPY

Notary Public-State of Texas

Project: Old Kimbro Road Project  
Parcel No.: 4 TCE

After recording, please return to:

City of Manor  
105 E. Eggleston  
Manor, Texas 78653

**EXHIBIT "E"**

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City or its contractors agree to remove and replace the existing chain link fencing located along new right of way line described in Exhibit "A" at no cost to Owner as part of the Old Kimbro Road Project. The fencing removed during the project will be replaced with similar materials to a similar or better condition than existed prior to construction of the roadway improvements. Existing gate will be removed and re-hung as part of the construction of the replacement fence. All trees located along the existing fence line within the property described in Exhibits "A" and "B" will be removed as part of Old Kimbro Road Project. Special compensation of \$2,000 was included in appraisal and City's offer for the trees that will be removed.
2. The City or its contractors will construct an asphalt driveway between the back of curb and tie-in to Owner's existing driveway as part of the roadway project at no cost to Owner. Owner's driveway and culvert will remain unchanged.
3. The City or its contractors agree to remove and replace Owner's mailbox as needed during the Old Kimbro Road Project at no cost to Owner.
4. The City or its contractors agree to install a temporary fence to contain Owner's livestock when replacement fence is being installed.
5. The 2-inch Manville Water Supply Corporation water line will be relocated out of the new right of way as part of the roadway project. Owner agrees to grant a new water line easement to Manville Water Supply Corporation.
6. The additional cost of \$1,800 for a land title survey has been added to TOTAL PRICE on page 1 of purchase contract as additional consideration for conveying the 219 square feet of right of way and 815 square feet of temporary construction easement. Appraised value equals \$2,239 plus \$1,800 for additional land title survey cost, equaling \$4,039 total compensation on Page 1 of purchase contract. See attached Exhibit "E-1" for G&R Survey proposal for land title survey.
7. Owner's compensation for conveying 219 square feet of fee simple right of way and 815 square feet of temporary construction easement is summarized below:
  - \$201 – Value of 219 SF Fee Simple Right of Way
  - \$38 – Value of 815 SF Temporary Construction Easement
  - \$2,000 – Special Compensation for trees
  - \$1,800 – Additional compensation for cost of land title survey.
8. The above-described terms are conditions of the Owner conveying the property described in Exhibits "A" and "B" and survive the closing.

**Project Name:** Old Kimbro Road  
**Parcel No.:** 4  
**Owner Name:** John Gebauer, Jr.  
**TCAD Tax ID:** 460362



## EXHIBIT "E-1"

Page 1 of 2



John Gebauer  
13330 Old Kimbro Road  
Manor, Texas 78653

Date: September 28, 2020

RE: Estimate for Professional Land Surveying Services

G & R Surveying, LLC is pleased to present this proposal for professional land surveying services to John Gebauer (the client) for the parcel located at 13330 Old Kimbro Road located in Manor, Texas.

**Scope of Services:**

1. Land Title Survey:

The survey will show the boundary, improvements, visible utilities, and any easement information provided to us, or listed in a commitment for title. Boundary corners will be found and verified or set, and any material discrepancies will be reported.

This item does not include additional requirements such as ALTA/ACSM, parking summaries, underground or plan utility research or zoning matters. These items will be addressed on an hourly basis as the need arises.

In order to furnish a lump sum fee and schedule, the following assumptions were made:

- Sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
- There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- There are no complex issues involving the survey contained in the title commitment, which has not been provided to us as of this date.
- You or your title company will furnish us with copies of subject tract deeds, a copy of the current title commitment and copies of all instruments of record as shown on Schedules A and B of the commitment. No additional research, other than obtaining deeds of record based upon current tax maps, will be performed by G&R.
- Services associated with addressing title objection letters, lender requirements, etc., will be

**EXHIBIT "E-1"**

**Page 2 of 2**

performed as an additional service at our standard hourly rates.

- Chainsaw and/or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Lump Sum Fee: \$1,660.00 plus applicable sales tax (\$1,796.95).

Estimated time needed for completion of the survey is approximately 20 working days from your notice to proceed.

The above estimate is for the scope of services listed herein. Any changes or additional services must be in writing and will be billed at our current hourly rates. Pricing in valid through December 31, 2021.

- Field Crew: \$160.00 per hour
- Survey Technician: \$95.00 per hour
- Registered Professional Land Surveyor (R.P.L.S.): \$135.00 per hour

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or require any additional information, please call.

**APPROVED**  
 By *D. Russell Stapleton, Jr. at 4:02 pm, Sep 28, 2020*

D. Russell Stapleton, Jr.  
G & R Surveying, LLC

Accepted By: \_\_\_\_\_  
John Gebauer

1805 Ouida Dr. Austin, Texas 78728  
Phone (512) 267-7430 Fax (512) 836-8385 Firm # 10032000



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the appointment of a Chairperson to the Public Safety Committee.

**BACKGROUND/SUMMARY:**

At the August 19, 2020, Regular Council Meeting, Council approved and established the Public Safety Committee.

The Public Safety Committee Members consists of the Mayor, Chief of Police, City Manager and two (2) council members. At the same meeting, City Council appointed Council Member Emily Hill and Council Member Dr. Harvey to serve a one-year term.

The Public Safety Committee had their first meeting on October 21<sup>st</sup> and made nominations for Chairperson.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Not Applicable  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council appoint a Chairperson to the Public Safety Committee to serve a one-year term.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Dr. Larry Wallace Jr., Mayor  
**DEPARTMENT:** City Council

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution in support of the National League of Cities City Innovation Ecosystem (CIE) Program.

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2020-12

**STAFF RECOMMENDATION:**

It is City staff’s recommendation the City Council approve Resolution No. 2020-12 in support of the National League of Cities City Innovation Ecosystem (CIE) Program.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**

**RESOLUTION NO. 2020-12****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, IN SUPPORT OF THE NATIONAL LEAGUE OF CITIES CITY INNOVATION ECOSYSTEM (CIE) PROGRAM.**

---

**WHEREAS**, the City Council of the City of Manor (the “City Council”) desires to work on local efforts to assist entrepreneurs with access to information, practices and technical programs to establish successful small businesses in order to promote better affordable services for the benefit of the residents of the City of Manor (the “City”); and

**WHEREAS**, the National League of Cities through the establishment of the City Innovation Ecosystem (CIE) Program assists participating cities to reach their goals by providing technical assistance, seed funding and peer learning through its partnership with CivStart and mySidewalk; and

**WHEREAS**, the City Council has determined it is in the best interest of the City to support the National League of Cities CIE Program and strive to assist its local entrepreneurs with the necessary tools to thrive during this time of economic uncertainty.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, THAT:**

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The City Council hereby indicates its commitment to advocate for entrepreneurs by participating in the National League of Cities City Innovation Ecosystem (CIE) Program.

**SECTION 3.** Through the CIE Program, the City Council commits to participate in creating policies, program, and practices to ensure the City can thrive in the global, innovation-driven economy.

**SECTION 4.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 21<sup>st</sup> day of October 2020, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

\_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

## Cover Letter:

# Mayors Commitment to the National League of Cities City Innovation Ecosystem Program News Release Template

Date

Hello City,

In order to increase awareness of Mayor Name's commitment on behalf of your city to the National League of Cities City Innovation Ecosystem (CIE) Program, we are providing this news release template for you to use in your media relations efforts. You may customize this template by filling in the yellow highlighted sections with your local information and distribute after the Commitments & Closing Ceremony at the Mayors Conference ends at 2 p.m. CDT.

Included, is the Mayorship 2020 Initiatives document. This lists all of the 11 initiatives. Copy and paste, or customize as you wish, the one initiative your city chose as part of this program. In addition to the description is the name of the program expert providing technical assistance.

Thank you for your city's participation, and for helping grow sustainable communities through entrepreneurship.

Mayors Conference on Entrepreneurship Team

**PLACE LOCAL CITY  
GOVERNMENT LOGO  
HERE.**

## NEWS RELEASE

For Immediate Release

### Media Contact:

Name

Organization

Email Address

Phone number

## Mayor **Name** Commits to Advocate for Entrepreneurs in National Ceremony

**City, State, Date** – On Friday, September 18<sup>th</sup>, **City** Mayor **Name** made a formal commitment to the National League of Cities City Innovation Ecosystem (CIE) Program at the conclusion of the 9<sup>th</sup> annual Mayors Conference on Entrepreneurship, a virtual conference held Sept. 17-18 by the Ewing Marion Kauffman Foundation in Kansas City, Mo. The CIE program asks city leaders to commit to creating the right policies, program, and practices to ensure their communities can thrive in the global, innovation-driven economy. It helps participating cities reach their goals by providing technical assistance, seed funding, and peer learning.

Each city’s commitment is to one program, policy, or practice categorized under the four pillars of America’s New Business Plan ( <https://www.startusupnow.org/>). These include opportunity, funding, knowledge, and support.

**City** choose an initiative under the **insert pillar name** category. **use description in the Mayorship 2020 Initiatives document**. **City** will receive year-long technical assistance from **insert program expert located in the Mayorship 2020 Initiatives document**, who will work closely with the city to develop and launch the project.

mySidewalk, which uses place-based tools to track local data, will provide each civic leader with a customized Economy & Entrepreneurship Dashboard. These data-driven dashboards provide mayors with a shared set of indicators to help assess: entrepreneurship in their community, drivers of innovation in their community, the livability of their community, the degree to which their community supports diversity and inclusion, infrastructure which supports business operations, the health of their local economy, and the characteristics of the area's opportunity zones.

“**City** is a great place for entrepreneurs to bring their business ideas to fruition,” said Mayor **Name**. “We want to make sure we provide the resources and support necessary for them to prosper, especially during this time of economic uncertainty.”

- More –



“You cannot undervalue the importance of a solid and connected ecosystem to support entrepreneurs,” said Philip Gaskin, vice president, Entrepreneurship at the Ewing Marion Kauffman Foundation. “We dedicate ourselves to providing the tools necessary to strengthen communities for entrepreneurs. In addition to advocating for funding, city leaders can help entrepreneurs gain access to education and the sharing of ideas and best practices to achieve success.”

“This year’s Mayors Conference on Entrepreneurship was about marshalling resources to help mayors lay the groundwork to rebuild more robust and resilient local economies,” said Evan Absher, senior program officer at the Ewing Marion Kauffman Foundation. “We are working with the National League of Cities to provide the assistance and resources necessary for the entrepreneurial economic development and more inclusive prosperity.”

Customize with appropriate entrepreneurship data for your area.

###

### **About the Kauffman Foundation**

The Ewing Marion Kauffman Foundation is a private, nonpartisan foundation that works together with communities in education and entrepreneurship to increase opportunities that allow all people to learn, to take risks, and to own their success. The Kauffman Foundation is based in Kansas City, Missouri, and uses its \$2 billion in assets to collaboratively help people be self-sufficient, productive citizens. For more information, visit [www.kauffman.org](http://www.kauffman.org) and connect with us at [www.twitter.com/kauffmanfdn](https://www.twitter.com/kauffmanfdn) and [www.facebook.com/kauffmanfdn](https://www.facebook.com/kauffmanfdn).

### **About National League of Cities**

The National League of Cities (NLC) is the voice of America’s cities, towns and villages, representing more than 200 million people. NLC works to strengthen local leadership, influence federal policy and drive innovative solutions. Its City Innovation Ecosystems program asks city leaders to commit to creating the right policies, program, and practices to ensure their communities can thrive in the global, innovation-driven economy, and it helps participating cities reach their goals by providing technical assistance, seed funding, and peer learning.

### **About CivStart**

CivStart believes solving society’s biggest problems starts at the local level. Our mission is to build an honest and inclusive ecosystem of solutions that serve local governments and their communities. We bridge the gap between early stage companies and local governments, first by identifying cutting-edge govtech and civic technology companies and then providing expert consulting while leveraging strategic partnerships with governments, established businesses, and investors for the benefit of all. The technologies that go through the CivStart program aren’t just made in a sterile lab, but have been made with guidance from government leaders to ensure that once in the wild, the technologies serve community needs, not the other way around. Learn more at [CivStart.org](http://CivStart.org).

### **mySidewalk**

mySidewalk helps analysts in local government track key indicators, answer questions about city progress, and create reports and data dashboards that drive awareness and action. Its mission is to empower city leaders and the public with the most complete, clear, and real-time understanding of their community so they can improve and innovate together.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Dr. Larry Wallace Jr., Mayor  
**DEPARTMENT:** City Council

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution in support of Cities United violent prevention efforts.

### BACKGROUND/SUMMARY:

**Mission:** Cities United supports a national network of mayors who are committed to reducing the epidemic of homicides and shootings among young Black men and boy ages 14 to 24 by 50%.

**Mayors & Elected Officials:** Mayors and elected officials include city leaders in our 130 partner cities who have committed to creating safe, healthy and hopeful communities for Black men and boys and their families.

**CITY LEADS:** An individual designated by the mayor to work on initiatives involving the city's young Black men and boys and/or violence prevention efforts. They serve as the primary point of contact between Cities United and the city team. A City Lead works within local government and has a close or direct line of communication to the mayor and/or city manager.

**Young Leaders:** An individual between the ages of 18 and 24 years of age who has been directly impacted by violence in their community and is actively seeking to change the narrative of young Black men and boys. Individuals are currently working or interested in working to enhance and elevate youth and young adult voice throughout the policies, practices and programs within their city.

**Community Partners:** Individuals/Organizations working to impact young people and families affected by violence. Community partners implement direct service programs, advocate for policy change and/or build political and public will. Community partners represent group such as: Non-Profit Agencies, Faith Leaders, Local Philanthropic Partners, Activists, Grass Roots Organizations, Education and more.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Resolution No. 2020-13

### STAFF RECOMMENDATION:

City staff recommends City Council adopt and approve Resolution No. 2020-13 supporting Cities United violent prevention efforts.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**

**RESOLUTION NO. 2020-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF MANOR, TEXAS, IN SUPPORT OF THE CITIES  
UNITED VIOLENT PREVENTION EFFORTS.**

---

**WHEREAS**, the City Council of the City of Manor (the “City Council”) desires to work on local violent prevention efforts for the City of Manor (“City”); and

**WHEREAS**, Cities United has established a network of partner cities who are committed to creating safe, healthy and hopeful communities for Black men and boys and their families and everyone; and

**WHEREAS**, the City Council has determined it is in the best interest of the City to support and partner with Cities United to work on local violent prevention efforts that create a safe healthy and hopeful community for the City’s residents and for Black men and boys and their families. the National League of Cities CIE Program and strive to assist its local entrepreneurs with the necessary tools to thrive during this time of economic uncertainty.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, THAT:**

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The City Council hereby indicates its commitment to work on local violent prevention efforts by partnering with Cities United and executes the Cities United Pledge attached as Exhibit “A” and incorporated herein as if fully set forth.

**SECTION 3.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

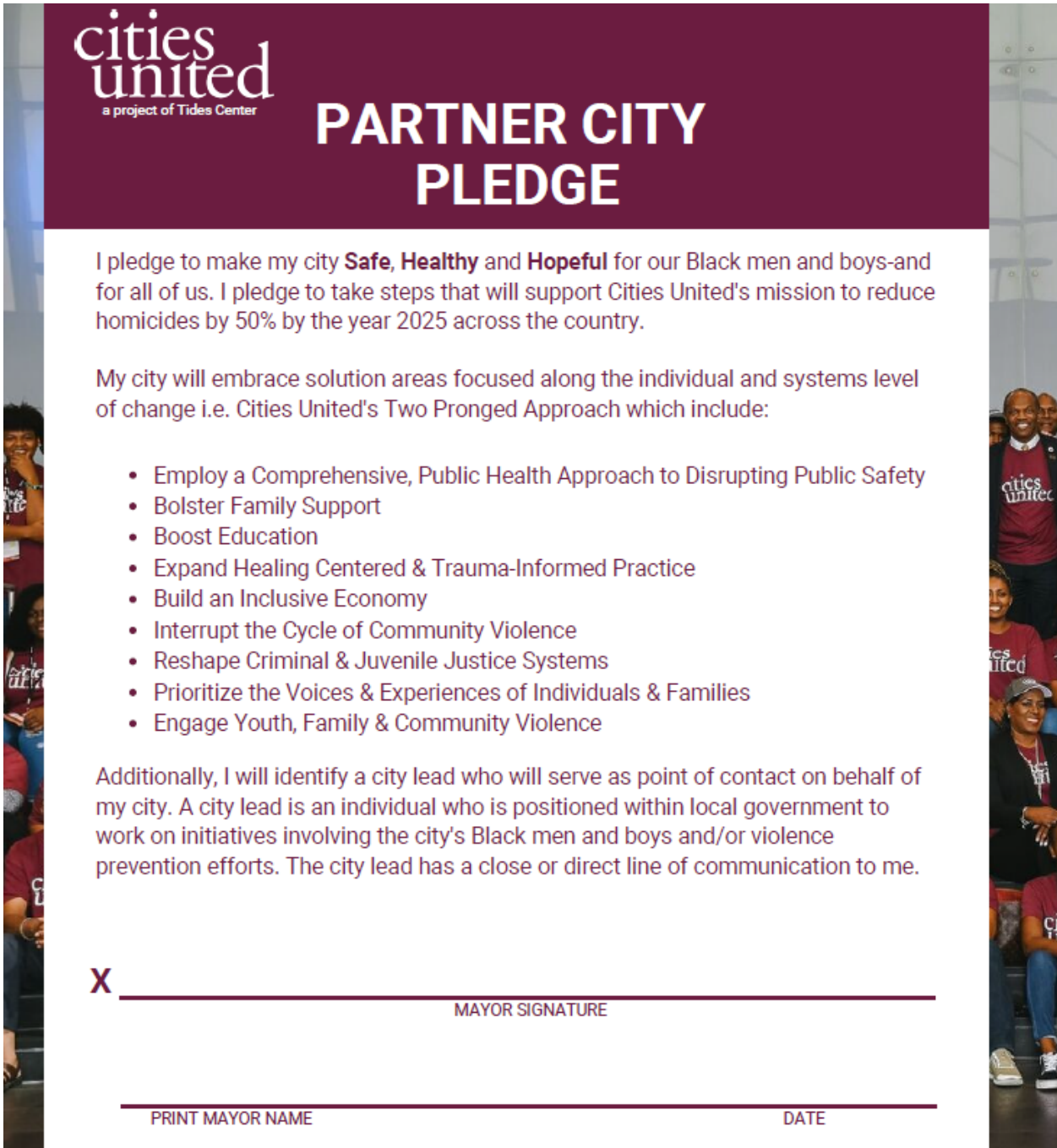
**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 21<sup>st</sup> day of October 2020, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

\_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

Exhibit "A"



**cities united**  
a project of Tides Center

# PARTNER CITY PLEDGE

I pledge to make my city **Safe, Healthy and Hopeful** for our Black men and boys-and for all of us. I pledge to take steps that will support Cities United's mission to reduce homicides by 50% by the year 2025 across the country.

My city will embrace solution areas focused along the individual and systems level of change i.e. Cities United's Two Pronged Approach which include:

- Employ a Comprehensive, Public Health Approach to Disrupting Public Safety
- Bolster Family Support
- Boost Education
- Expand Healing Centered & Trauma-Informed Practice
- Build an Inclusive Economy
- Interrupt the Cycle of Community Violence
- Reshape Criminal & Juvenile Justice Systems
- Prioritize the Voices & Experiences of Individuals & Families
- Engage Youth, Family & Community Violence

Additionally, I will identify a city lead who will serve as point of contact on behalf of my city. A city lead is an individual who is positioned within local government to work on initiatives involving the city's Black men and boys and/or violence prevention efforts. The city lead has a close or direct line of communication to me.

**X** \_\_\_\_\_  
MAYOR SIGNATURE

\_\_\_\_\_  
PRINT MAYOR NAME

\_\_\_\_\_  
DATE

AGENDA ITEM NO. \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** October 21, 2020  
**PREPARED BY:** Dr. Larry Wallace Jr., Mayor  
**DEPARTMENT:** City Council

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the appointment(s) of a City Council Member and/or City staff member to serve as the City of Manor Board Liaison to the Manor Chamber of Commerce.

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is City staff’s recommendation that the City Council appoint a City Council Member and/or City staff member to serve as the City of Manor Board Liaison to the Manor Chamber of Commerce.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
--	---------------------------	--------------------	-------------